

IT IS EXPECTED THAT A QUORUM OF THE PERSONNEL COMMITTEE, BOARD OF PUBLIC WORKS, PLAN COMMISSION, WILL BE ATTENDING THIS MEETING; (ALTHOUGH IT IS NOT EXPECTED THAT ANY OFFICIAL ACTION OF ANY OF THOSE BODIES WILL BE TAKEN)

**CITY OF MENASHA**  
**Administration Committee**  
**140 Main Street, 3rd Floor Council Chambers**  
July 21, 2008

5:45 PM

**AGENDA**

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**1. CALL TO ORDER**

A. Call to Order

**2. ROLL CALL/EXCUSED ABSENCES**

A. Roll Call

**3. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE**

**Minutes to approve:**

A. Administration Committee Minutes, 7/7/08

[Attachments](#)

**4. DISCUSSION**

A. The Wisconsin Historical Society Grant Agreement and Work Program. (Recommendation of Landmarks Commission)

[Attachments](#)

B. Offer to Purchase, Lot 10 Province Terrace, Wiegert Enterprises, LLC

[Attachments](#)

C. Free Admission Day at the Pool on Saturday August 9, 2008. (Recommendation of Parks & Recreation Board)

[Attachments](#)

D. Request to extend timetable for landscaping 81/87 Racine Street and 504 Broad Street

[Attachments](#)

E. O-12-08 An Ordinance Relating to Destruction of City Property (Ald. Wisneski - Recommendation of IT Steering Committee)

[Attachments](#)

F. O-13-08 An Ordinance Relating to Landmarks Commission (Ald. Pamerter - Recommendation of Landmarks Commission)

[Attachments](#)

G. Accounts payable and payroll for 7/10/08-7/17/08 in the amount of \$777,030.78

[Attachments](#)

**5. ADJOURNMENT**

A. Adjournment

"Menasha is committed to its diverse population. Our Non-English speaking population or those with disabilities are invited to contact the Menasha City Clerk at 967-3600 24 hours in advance of the meeting so special accommodations can be made."

**CITY OF MENASHA**  
**Administration Committee**  
**140 Main Street, 3rd Floor Council Chambers**  
July 7, 2008

MINUTES

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**1. CALL TO ORDER**

Meeting called to order by Chairman Wisneski at 6:00 p.m.

**2. ROLL CALL/EXCUSED ABSENCES**

**A. [Roll Call](#)**

PRESENT: Ald. Benner, Pamenter, Taylor, Wisneski, Pack, Hendricks, Zelinski

EXCUSED: Ald. Michalkiewicz

ALSO PRESENT: Mayor Merkes, CA/HRD Brandt, PC Stanke, FC Vander Wyst, DPW Radtke, CDD Keil, C/T Stoffel, PRD Tungate, Clerk Galeazzi and the Press

**3. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE**

**Minutes to approve:**

**A. [Administration Committee Minutes, 6/16/08](#)**

Moved by Alderman Pack, seconded by Alderman Hendricks to approve minutes

Motion Carried on voice vote

Results:

**4. DISCUSSION**

**A. [Presentation of Life Saving Award to Officer David Jagla \(presented by Chief Stanke\)](#)**

PC Stanke presented a Lifesaving Pin and Certificate to Investigator Dave Jagla for rescuing a toddler who had fallen in the water at Jefferson Park.

**B. [License: Class "B" Application for Oscar Sandoval and Antonio Sandoval, d/b/a El Jaripeo #2 for the premises at 14 Tayco Street for the 2008-2009 licensing year.](#)**

No Questions or Discussion

**C. [Marketing Options for 81-87 Racine and 504 Broad \(Ald. Wisneski\) \(Discussion only\)](#)**

Chairman Wisneski explained the topic of marketing options for 81-87 Racine Street and 504 Broad was touched on at a previous meeting. No other discussion.

Moved by Ald. Pack, seconded by Ald. Benner to table.

**D. [O-10-08 An Ordinance Relation to Dogs in Parks](#)**

Ald. Taylor explained the Parks and Recreation Board agreed with allowing dogs on the Friendship Trail in

Jefferson Park until noon on July 4 and the majority of the Board agreed to make the ordinance permanent, not having to revisit the issue after one year.

Ald. Wisneski spoke on the Parks and Recreation Board minutes do not indicated that the Board agreed with making the ordinance permanent. She has a problem with allowing dogs on the trail when workers are setting up for the July 4 park activities and fireworks. She suggests sending the ordinance back to the Parks and Recreation Board for further discussion.

CA/HRD Brandt explained people don't always follow signs. Stricter enforcement would be needed.

**E. [O-11-08 - An Ordinance Amending Title 13 By Making Certain Changes in the District \(121 River Street\)](#)**

Discussion ensued on the purpose of the property, Comprehensive Plan calls for more single family zoning, adjacent property is zoned I-1 Industrial may have problems renting, neighborhood already has mixed land use, original plan submitted to Plan Commission is different. Some of the aldermen had visited the area and see a positive impact on the neighborhood.

CDD Keil gave a brief history of the property. It was a problem area, property was taken for back taxes by Winnebago County and the City purchased the property. It was recommended to raze the house and hold the property for more positive use. The Common Council chose to sell the property as is with R-1 zoning. It is a heavy industrial area with some noise issues and not recommended for residential use. Staff is opposed to the rezoning as the City has adopted a Housing Plan encouraging certain types of two-family dwellings to be converted to single family.

**F. [Accounts payable and payroll for 6/19/08-7/3/08 in the amount of \\$1,158,305.20](#)**

Ck. #17304-Beck Electric-\$482.01 - repair gas pump at Public Works Facility  
Ck. #17596-Tri-County Overhead Door-\$2,652.00 - repair garage door at PWF  
Ck. #17332-McClone Appraisal-\$2,000 - insurance consulting fee (should have been McClone Insurance)  
Ck. #17459-Elan Cardmember-questions on a few charges  
Ck. #17315-Domino's Pizza-\$118.75 - lunch for pool/recreational staff during training  
Ck. #17390, #17396, #17403, #17413-Performance Contracts - invoices from Library  
Ck. #17478-Joyce Klundt-\$50 - Board of Review member  
Ck. #17493-Bob Nelson-\$180 - court reporter for Board of Review  
Ck. #17588-Atty Dawn Shaha-\$1,514.90 - payment for Claim for traffic accident with city vehicle.  
Ck. #17319-Heckrodt Wetland Reserve-\$8,800 - annual requested grant money

**5. ADJOURNMENT**

**A. [Adjourn](#)**

Moved by Alderman Hendricks, seconded by Alderman Pack to adjourn at 6:49 p.m.

Motion Carried on voice vote

Results:

*Deborah A. Galeazzi*

Respectfully submitted by Deborah A. Galeazzi, City Clerk

**MEMORANDUM OF AGREEMENT** between THE WISCONSIN HISTORICAL SOCIETY by and through THE STATE HISTORIC PRESERVATION OFFICER and the **City of Menasha** for the **completion of an intensive survey project identified as Project No. 55-08-21754-05.**

THIS AGREEMENT between the Historic Preservation Division, Wisconsin Historical Society, by and through the State Historic Preservation Officer, hereinafter called the SOCIETY and the City of Menasha hereinafter called the SUBGRANTEE, will undertake a historic preservation project to be assisted with a grant-in-aid to support the National Register of Historic Places program in Wisconsin. The program was established by the National Historic Preservation Act of 1966, as amended, and is administered by the National Park Service, U.S. Department of the Interior. The Catalog of Federal Domestic Assistance number is 15.904.

The SOCIETY and the SUBGRANTEE agree as follows:

**I. Attachments**

The SUBGRANTEE shall carry out the project as specified in this document and attachment which is incorporated into and made part of this memorandum of agreement as:

Attachment A. the project "Work Program;"

**2. Amendments** (Administration Manual, section 11)

With the exception of Progress Reports, any change to the approved work program (scope of work), products, product/activity due date(s), or budget must be submitted in writing to the SOCIETY at least 30 days prior to effecting and in accordance with the requirements in the "Administration Manual, Section 11."

Other than Progress Reports, deadlines are mandatory and extensions will only be given in unforeseen and extraordinary circumstances. Examples are death or resignation of key participant or major natural disaster; a computer "crash," however, is not an extraordinary circumstance. The SUBGRANTEE must notify the SOCIETY immediately when the extraordinary event occurs.

3. **Period of Performance**

All work carried out as part of this grant-assisted project shall be conducted between the date of the SUBGRANTEE's state purchase order and the **project completion date, July 15, 2009**. It is not possible to extend the period of performance for this project. However, should interim project due date(s) need extension, see item 2. "Amendments."

Drafts of any publications prepared as part of this project shall be submitted by the dates specified in the "Work Program," for review and approval by the SOCIETY.

The SUBGRANTEE agrees to submit all the materials described in the "Work Program" to the SOCIETY on or before the deadlines given for the submission of specified products: failure to meet a deadline may be cause to terminate this agreement. Any Work Program activities completed **after September 30, 2009** cannot be considered an allowable cost, except for completion of the final Reimbursement Request.

The SOCIETY agrees to review all materials within 30 days of their receipt, returning any incomplete or inadequate materials to the SUBGRANTEE for revision or completion. The SOCIETY must approve that all project materials conform to the applicable Secretary of Interior's "Standards" prior to final reimbursement.

The SUBGRANTEE shall submit by September 30, 2009, the final reimbursement request, Project Completion Report, and any materials or reports that required revision after SOCIETY review.

4. **Professional Supervision** (Administration Manual, section 4)

The SUBGRANTEE agrees to provide and maintain a principal investigator whose professional qualifications have received prior approval of the SOCIETY, to ensure that the work conforms to the work program, and to provide the necessary standard of professional conduct required for this project under the federal program regulations.

The SOCIETY staff will maintain contact with the principal investigator and will provide necessary and reasonable amounts of training, advice or technical assistance for the successful completion of project work.

5. **Contracts** (Administration Manual, sections 5 and 6)

The Subgrantee agrees to:

- a. not contract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, Debarment and Suspension;
- b. comply with Federal competitive procurement requirements (Administration Manual, section 5) for professional services, any sub-contracts and submit evidence of such prior to reimbursement; and
- c. submit any contracts drafted for the performance of work activities to the SOCIETY for comment and approval prior to execution.

6. **Allowable Costs** (Administration Manual, section 8)

All Project Costs are subject to the applicable principles described in Office of Management and Budget (OMB) Circulars. See our Administration Manual, Section 3-01 for the specific circulars that apply to various types of applicants/subgrantees. This section also gives the Website address for these circulars.

If the SUBGRANTEE **receives \$300,000** or more annually in **total federal funds**, it agrees to comply with the provisions of OMB Circular A-133, Single Audit Act of 1984, and to submit to the SOCIETY a copy of the audit report within 30 days of publication.

Further all project related spending must:

- a. meet federal requirements for the program;
- b. conform to the approved project budget and occur within the period of performance;
- c. be necessary and reasonable for the completion of project work; and
- d. be disassociated with "lobbying," in accordance with 18 U.S.C. 1913.

7. **Progress and Completion Reports** (Administration Manual, section 9)

The SUBGRANTEE shall submit a Progress Report by the **15th day of October 2008; January 2009; and April 2009** or until project completion is reported in the format provided by the SOCIETY. The Society may grant extensions to written or verbal requests, if justification is determined to be satisfactory.

The SUBGRANTEE shall notify the SOCIETY immediately if any situation should arise that will adversely affect the timely or successful completion of this project.

The project completion report titled "Final Project Report" shall conform to the SOCIETY requirements and be submitted by September 30, 2009.

8. **Reimbursement Requirements** (Administration Manual, section 10)

Reimbursement to the SUBGRANTEE shall be subject to receipt of funds from the National Park Service, provided reimbursement amounts are:

- contained on an acceptable reimbursement request form;
- supported by evidence of compliance with Federal competitive procurement requirements;
- supported by copies of expense plus payment records; and
- supported by evidence that all project work activities specified for the period have been completed.

9. The SOCIETY agrees to reimburse the SUBGRANTEE **100% of allowable** project costs within 60 days of the SOCIETY's receipt of an acceptable reimbursement request on the following schedule:
  - a. Up to 75% of the federal award will be paid prior to project completion. The SUBGRANTEE must submit a Reimbursement Request by September 15, 2009 for all expenses incurred through August 31, 2009.
  - b. The remaining 25% of the federal award will be paid to the SUBGRANTEE after receipt of the final Reimbursement Request and Project Completion Report (see 8, above), or after all completion materials and auditable records are approved as meeting the applicable Secretary of the Interior's "Standards", which ever is later. The final reimbursement request shall be submitted by September 30, 2009 or earlier.

The SUBGRANTEE agrees to maintain all subcontractor or professional services procurement histories financial and records pertaining to the full life-cycle of the subgrant for a period of not less than five years after completion of the project. The State Legislative Audit Bureau, the SOCIETY, the National Park Service, the Department of the Interior, the Comptroller of the United States, and any of their duly authorized representatives shall have access to subgrant records for audit purposes.

10. **Acknowledgment of Federal Assistance** (Administration Manual, section 7)

Federal grant assistance shall be acknowledged in any public announcements, news releases, articles, publications, and pertinent presentations that the SUBGRANTEE participates in or initiates in the required format.

11. **General Provisions**

- a. Copyrights. Since federal funds are involved in this project, no copyright is available to any participants in the project. All material remains in the public domain and cannot be copyrighted.
- b. Compliance with federal and state laws. The SUBGRANTEE agrees to comply with all federal and state laws and regulations concerning equal opportunity, affirmative action, and fair employment practices. The SUBGRANTEE further agrees to comply with all applicable regulations, laws, policies, guidelines, and requirements of this federal grant program, including the applicable Secretary of the Interior's standards.
- c. Title VI Compliance. The SUBGRANTEE agrees to comply with Title VI of the Civil Rights Act of 1964 that states that no person on the grounds of race, color, marital status, religious creed or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal assistance.

- d. Civil Rights Assurance of Compliance. The SUBGRANTEE agrees to comply with the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975 and all requirements imposed by or pursuant to the Department of the Interior Regulations (43 CFR 17) issued pursuant to these titles, to the end that, no person in the United States shall, on the grounds of age or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant/Subgrantee receives financial assistance from the National Park Service and hereby gives assurance that it will immediately take any measures to effectuate this agreement.
  
- e. Program Income. During the period of this grant (October 1, 2008 through September 30, 2009), any income earned by a SUBGRANTEE from activities of which part or all of the cost is a direct cost shall reduce the subgrant award.
  
- f. Liability. The SUBGRANTEE shall indemnify and hold harmless the State Historic Preservation Officer, the Wisconsin Historical Society, and its officers, employees, and agents from, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the SUBGRANTEE in executing work under this agreement.

This AGREEMENT may be terminated before the project completion date upon thirty (30) days written notice from either the State Historic Preservation Officer or the SUBGRANTEE. Should this agreement be terminated by the State Historic Preservation Officer, except for reasons of non-compliance by the SUBGRANTEE, the SOCIETY will reimburse the SUBGRANTEE for up to **a maximum of 100% of the eligible** costs incurred up to the termination date. Should this agreement be terminated by the SUBGRANTEE, the SOCIETY, at the discretion of the State Historic Preservation Officer, may reimburse the SUBGRANTEE for a maximum of 50% of the eligible costs incurred to the termination date or may require the SUBGRANTEE to return any or all federal funds transferred to the SUBGRANTEE by the termination date, depending upon the circumstances of the termination.

This AGREEMENT becomes effective upon signature by the parties below and upon receipt by the SUBGRANTEE of a purchase order for the contract sum from the Wisconsin Historical Society on behalf of the State Historic Preservation Officer.

By



Michael Stevens  
State Historic Preservation Officer



Date

By

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Thomas Stoffel-City of Menasha

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Date

MENASHA WORK PROGRAM  
Project No. 55-08-21754-05  
MEMORANDUM OF AGREEMENT  
Attachment A: Work Program (As of 4/14/08)

The Division of Historic Preservation-Public History (DHP-PH), Wisconsin Historical Society, and the City of Menasha, hereinafter called the subgrantee, agree to the following work activities and project conditions for the completion of an intensive survey and related activities in Menasha, assisted with an historic preservation grant-in-aid.

1. The subgrantee shall conform to and follow all requirements and guidelines detailed in the three manuals found on the Wisconsin Historical Society website. The "Architecture-History Survey Manual" is located at [www.wisconsinhistory.org/hp/survey-manual/](http://www.wisconsinhistory.org/hp/survey-manual/), the "Supplementary Manual for Completing State Register and National Register of Historic Place Form in Wisconsin" is located at [www.wisconsinhistory.org/hp/sup-manual/](http://www.wisconsinhistory.org/hp/sup-manual/) and the "Subgrants Manual" is located at [www.wisconsinhistory.org/hp/grants/](http://www.wisconsinhistory.org/hp/grants/). The subgrantee shall inform the principal investigator of these requirements.
2. Consultant Selection. The subgrantee, with the assistance of the DHP-PH, must hire a principal investigator within two months of the signing of this agreement. Recruitment and hiring must follow DHP-PH procedures and Department of Interior guidelines as explained in the "Subgrants Manual." The DHP-PH has final approval of the principal investigator selected. The principal investigator must be qualified according to the professional qualifications found at [www.wisconsinhistory.org/hp/grants/qualifications.asp](http://www.wisconsinhistory.org/hp/grants/qualifications.asp)
3. Consultant Training. The principal investigator, project assistants, and the project director may be required to attend a training session in Madison prior to beginning work to be trained in DHP-PH survey procedures.
4. Completion Schedule. All products must be completed according to the schedule specified in this work program. Final products must be submitted to the DHP-PH by July 15, 2009. Non-compliance with the schedule is considered grounds for terminating the subgrant.

MENASHA WORK PROGRAM  
Project No. 55-08-21754-05  
MEMORANDUM OF AGREEMENT  
Attachment A: Work Program Page 2

5. Reconnaissance Survey. The project must begin with a reconnaissance survey of the of the project area, excluding properties already listed in the National Register of Historic Places, in order to document properties of architectural or historical interest and potential significance. Previously surveyed properties that have been altered, restored, or demolished will be updated. Any inventory cards in the entire community without photographs will also be photographed. The survey must be conducted according to guidelines described in the "Architecture-History Survey Manual." Products of the reconnaissance survey are:
  - a. Negatives, organized by film roll in 9-1/2" x 12" plastic negative preservers and a sheet of contact prints for each film roll. The DHP-PH will explain the coding system and provide the first roll number to be used. A photocopy of the contact prints should be retained by the subgrantee. If a second set of photographs is required by the subgrantee, the cost of the photographs must be a separate line in the budget.
  - b. Survey maps, indicating all surveyed properties by lot lines and referenced by the map code. The survey maps must be approved by the DHP-PH for appropriateness of scale, etc. An original survey map must be provided to the DHP-PH.
  - c. DHP-PH inventory cards, for all inventoried properties, fully completed and with photographs drymounted on the back. The inventory cards are prepared for the DHP-PH, but can be photocopied for the subgrantee. Cards must be generated from the WHPD application.
  
6. Intensive Survey. This phase of the survey contains two basic work elements: site specific research and the preparation of the survey report. Each of these elements is described below. They are more fully discussed in the "Architecture-History Survey Manual."
  - a. Site specific research. Historic research must be conducted on all properties potentially eligible for the National Register of Historic Places or within a potential National Register historic district. All findings of potentially individually eligible properties and potential historic districts must be approved by the DHP-PH prior to completion of the intensive survey report.

MENASHA WORK PROGRAM  
Project No. 55-08-21754-05  
MEMORANDUM OF AGREEMENT  
Attachment A: Work Program Page 3

The DHP-PH requires that WHPD be used for the compilation of all survey data. All survey data will be entered into this program by the consultant. The consultant will be given free access to WHPD for one month in order to enter the survey findings for the City of Menasha survey only. The consultant must contact the DHP-PH in order to set up this special one month access.

- b. Preparation of intensive survey report. The intensive survey report must be prepared according to the guidelines in the intensive survey manual. All themes represented in the history of the survey area must be addressed, in addition to the following sections:

1. Historical Overview (including early settlement and physical development)
2. Architecture (organized according to the styles and forms listed in the survey manual)
3. Designers, Engineers, and Builders (including biographical information and subdivided by architects, landscape architects, engineers, builders and contractors, and other designers)
4. Notable People (including biographical information on major figures in the community's history and referenced to buildings or sites associated with them)

A typed draft of a report chapter must be submitted for DHP-PH review according to the project schedule, and not less than eight weeks from the project completion date.

At least eight (8) copies of the final report and an electronic version in a PDF format on CD must be submitted to the DHP-PH by the project completion date. The final report must be double-sided and spiral bound. The subgrantee must also submit one (1) unbound, double-sided copy on acid-free paper. The subgrantee will retain at least three copies of the final report and one will be deposited in a local public library.

MENASHA WORK PROGRAM  
Project No. 55-08-21754-05  
MEMORANDUM OF AGREEMENT  
Attachment A: Work Program Page 4

7. Public Education. The subgrantee will sponsor at least two public meetings during the course of the project. It will be necessary for the principal investigator and the DHP-PH to participate in both public meetings. The first meeting, to be held near the beginning of the survey project, should introduce the project and the principal investigator to the community. The second meeting, to be held toward the end of the survey, should include a formal presentation of survey findings by the principal investigator. At one of the meetings the DHP-PH will explain the National Register of Historic Places program. Additional public meetings can be held at the discretion of the subgrantee and the DHP-PH as necessary.
  
8. Acknowledgment of Federal Assistance. An acknowledgment of federal funding must be made in any publication or slide or video production resulting from this project (See Section 7 of the "Subgrants Manual.") The standard acknowledgment that must be used is stated in the manual. Press releases, speeches, and other dissemination of information by a subgrantee regarding grant-assisted projects must also acknowledge the support of the National Park Service and the Wisconsin Historical Society. Future publications, materials, or projects that result from this grant-assisted project must acknowledge the federal support.

Approved by the Wisconsin Department of Regulation and Licensing  
7-1-99 (Optional Use Date) 1-1-00 (Mandatory Use Date)

Bomier Properties Inc

**WB-44 COUNTER-OFFER**

Counter-Offer No. 1 by (Buyer/Seller) **STRIKE ONE**

1 The Offer to Purchase dated 07/10/2008 and signed by Buyer, Niebert Enterprises, LLC  
2 for purchase of real estate at Lot #10 Province Terrace Plat, Menasha WI, Approx. 2.904 Acres is  
3 rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the Offer to  
4 Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in any other  
5 counter-offer unless incorporated by reference.]

- 6 1. The purchase price shall be changed to \$100,000.
- 7
- 8 2. Paragraph #4 of Addendum A of the Offer to purchase shall be changed as follows:  
9 Seller agrees, at Seller's expense, to provide a legal description, updated survey or  
10 C.S.M. if required, and stake the corners and Shoreland setback area of the property 10  
11 days prior to closing.
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32 ANY WARRANTIES AND REPRESENTATIONS MADE IN THIS COUNTER-OFFER SURVIVE THE CLOSING OF THIS TRANSACTION.  
33 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party making  
34 the Counter-Offer on or before July 22, 2008 (Time is of the Essence).  
35 Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless otherwise provided  
36 in this Counter-Offer. NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and  
37 delivery as provided at lines 33 to 35.

38 This Counter-Offer was offered by Jason Gallmeier/Bomier Properties, on 07/16/2008  
39 [Signature] License and Firm # [Signature] Date #  
40 16 July 2008 Date #  
41 Signature of Party Making Counter-Offer # \_\_\_\_\_ Date # \_\_\_\_\_  
City of Menasha

42 James Weigert 07-17-08  
43 Signature of Party Accepting Counter-Offer # \_\_\_\_\_ Date # \_\_\_\_\_  
City of Menasha

44 This Counter-Offer was presented by Jason Gallmeier/Bomier Properties, on 7/17/08  
45 License and Firm # \_\_\_\_\_ Date # \_\_\_\_\_

46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) \_\_\_\_\_ (Party's Initials) \_\_\_\_\_  
47 Note: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or incorporation by reference.  
48 Provisions incorporated by reference may be indicated in the subsequent Counter-Offer by specifying the number of the provision or the  
49 line containing the provision. In transactions involving more than one Counter-Offer, the Counter-Offer referred to should be clearly  
50 specified. NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No.1 by Seller, Counter-Offer No.2 by Buyer, etc.

51 ATTACH THIS COUNTER-OFFER TO THE OFFER TO PURCHASE - INSERT SOCIAL SECURITY NUMBERS OR FEMIN ON OFFER

Approved by the Wisconsin Department of Regulation and Licensing  
7-1-99 (Optional Use Date)  
1-1-00 (Mandatory Use Date)

Bomier Properties Inc

**WB-13 VACANT LAND OFFER TO PURCHASE**

Page 1 of 5

1 **BROKER DRAFTING THIS OFFER ON** 07/10/2008 [DATE] IS (AGENT OF SELLER) (AGENT OF BUYER) (DUAL AGENT) ~~STRIKE TWO~~

2 **GENERAL PROVISIONS** The Buyer, Wiegert Enterprises, LLC

3 offers to purchase the Property known as [Street Address] Lot 10 of Province Terrace Plat, Approx. 2.904 Acres

4 in the City of Menasha, County of Calumet

5 Wisconsin, (Insert additional description, if any, at lines 179 - 187 or attach as an addendum, line 188), on the following terms:

6 ■ **PURCHASE PRICE:** Ninety-Five Thousand Dollars (\$ 95,000.00 )

7 ■ **EARNEST MONEY** of \$ \_\_\_\_\_ accompanies this Offer and earnest money of \$ 500.00

8 will be paid within 5 days of acceptance.

9 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.

10 ■ **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of

11 encumbrances, all fixtures, as defined at lines 15 - 18 and as may be on the Property on the date of this Offer, unless excluded at line 14,

12 and the following additional items: None

13 ■ **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** None

14 A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part

15 of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items

16 specifically adapted to the Property, and items customarily treated as fixtures including but not limited to all: perennial crops; garden

17 bulbs; plants; shrubs and trees. CAUTION: Annual crops are not included in the purchase price unless otherwise agreed at line 13.

18 ■ **ZONING:** Seller represents that the Property is zoned Residential (R-2)

19 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on

20 separate but identical copies of the Offer. CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider

21 whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.

22 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or

23 before July 22, 2008. CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

24 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices

25 to a Party shall be effective only when accomplished by one of the methods specified at lines 27 - 36.

26 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with

27 a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 30 or 32 (if any),

28 for delivery to the Party's delivery address at lines 31 or 33.

29 Seller's recipient for delivery (optional): City of Menasha

30 Seller's delivery address: 140 Main St, Menasha, WI 54952

31 Buyer's recipient for delivery (optional): Jim Wiegert

32 Buyer's delivery address: W285 E. Hills Rd., Brillion, WI 54110

33 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 30 or 32.

34 (3) By fax transmission of the document or written notice to the following telephone number:

35 Buyer: ( 920 ) 756-9605 Seller: ( 920 ) 967-5272

36 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines

37 179 - 187 or in an addendum per line 188). Occupancy shall be given subject to tenant's rights, if any. **Caution: Consider an agreement**

38 **which addresses responsibility for clearing the Property of personal property and debris, if applicable.**

39 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said

40 lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) ~~(oral)~~ ~~STRIKE ONE~~

41 lease(s), if any, are \_\_\_\_\_

42 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or **Title Company:** \_\_\_\_\_

43 no later than August 15, 2008 unless another date or place is agreed to in writing.

44 **CLOSING PRORATIONS** The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges,

45 property owner's association assessments, fuel and \_\_\_\_\_

46 \_\_\_\_\_ Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to closing.

47 Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on

48 the net general real estate taxes for the preceding year) ( \_\_\_\_\_ ) ~~STRIKE AND COMPLETE AS APPLICABLE~~

49 **CAUTION: If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending**

50 **reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.**

51 **PROPERTY CONDITION PROVISIONS**

52 ■ **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice

53 or knowledge of conditions affecting the Property or transaction (see below) ~~other than those identified in Seller's Real Estate Condition~~

54 Report dated \_\_\_\_\_, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer

55 by reference COMPLETE DATE OR STRIKE AS APPLICABLE and \_\_\_\_\_

56 \_\_\_\_\_

57 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

59 A "condition affecting the Property or transaction" is defined as follows:

60 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property  
61 or the present use of the Property;

62 (b) completed or pending reassessment of the Property for property tax purposes;

63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;

64 (d) any land division involving the subject Property, for which required state or local approvals had not been obtained;

65 (e) any portion of the Property being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal laws;

66 (f) conditions constituting a significant health or safety hazard for occupants of Property;

67 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to  
68 gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code, Chapter**  
69 **Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**

70 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;

71 (i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;

72 (j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation  
73 Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or comparable program;

74 (k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal  
75 fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;

76 (l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;

77 (m) cisterns or septic tanks on the Property which are currently not servicing the Property;

78 (n) subsol conditions which would significantly increase the cost of the development proposed at lines 271-272, if any, including, but not limited  
79 to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or  
80 hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;

81 (o) a lack of legal vehicular access to the Property from public roads;

82 (p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; (Wis. Stats. §94.73.)

83 (q) other conditions or occurrences which would significantly increase the cost of the development proposed at lines 271 to 272 or  
84 reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

85 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land dimensions, total square footage/acreage figures,  
86 or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other  
87 figures, unless verified by survey or other means. **CAUTION: Buyer should verify land dimensions, total square footage/acreage**  
88 **figures or allocation of acreage information if material to Buyer's decision to purchase.**

89 ■ **ISSUES RELATED TO PROPERTY DEVELOPMENT:** WARNING: If Buyer contemplates developing Property for a use other than the  
90 current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning  
91 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should  
92 be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special  
93 assessments, charges for installation of roads or utilities, environmental audits, subsol tests, or other development related fees may need  
94 to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies  
95 which allow Buyer to investigate certain of these issues can be found at lines 271 - 314 and Buyer may add contingencies as needed in  
96 addenda (see line 188). Buyer should review any plans for development or use changes to determine what issues should be addressed  
97 in these contingencies.

98 ■ **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections  
99 are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection  
100 reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original  
101 condition after Buyer's inspections are completed, unless otherwise agreed in this Offer. An "inspection" is defined as an observation  
102 of the Property which does not include testing of the Property, other than testing for leaking LP gas or natural gas used as a fuel source,  
103 which are hereby authorized.

104 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.  
105 A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory  
106 or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 179 - 187 or  
107 in an addendum per line 188. Note: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose  
108 of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of  
109 the contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests  
110 may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

111 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall  
112 have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for  
113 changes approved by Buyer.

114 ■ **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or  
115 occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior  
116 to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair  
117 the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall  
118 promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this  
119 Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards  
120 the purchase price equal to the amount of Seller's deductible on such policy. However, if this sale is financed by a land contract or a  
121 mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

122 ■ **FENCES:** Wisconsin Statutes section 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal  
123 shares where one or both of the properties is used and occupied for farming or grazing purposes. **CAUTION: Consider an agreement**  
124 **addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.**

125 ■ **DELIVERY/RECEIPT:** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated  
126 in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered  
127 an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt  
128 by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving  
129 the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party.  
130 **The delivery provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 36)).**  
131 Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies  
132 and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

133 PROPERTY ADDRESS: Lot #10 Province Terrace Plat, Menasha WI  
134 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4)  
135 date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except: \_\_\_\_\_  
136 \_\_\_\_\_ If "Time is of the Essence"

137 applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does  
138 not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

139 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding  
140 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines  
141 expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal  
142 law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries  
143 on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are  
144 calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the  
145 calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

146 **THE FINANCING CONTINGENCY PROVISIONS AT LINES 148 - 162 ARE A PART OF THIS OFFER IF LINE 148 IS MARKED,**  
147 **SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 148 IS MARKED N/A OR IS NOT MARKED.**

148 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a \_\_\_\_\_ days of acceptance of this  
149 **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within \_\_\_\_\_ days of acceptance of this  
150 Offer. The financing selected shall be in an amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years,  
151 amortized over not less than \_\_\_\_\_ years. Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_  
152 Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private  
153 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed  
154 \_\_\_\_\_ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing  
155 costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted  
156 to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain  
157 the term and amortization stated above. **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 158 OR 159.**

- 158  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_ %.
- 159  **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_ %. The initial interest rate shall  
160 be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % per year. The maximum  
161 interest rate during the mortgage term shall not exceed \_\_\_\_\_ %. Monthly payments of principal and interest may be adjusted  
162 to reflect interest changes.

163 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and  
164 to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other  
165 financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan  
166 commitment at line 149. Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall  
167 satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. **CAUTION: BUYER, BUYER'S LENDER**  
168 **AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR**  
169 **APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

170 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller  
171 delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

172 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an  
173 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies  
174 of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then  
175 have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this  
176 Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall  
177 be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness  
178 for Seller financing.

179 **ADDITIONAL PROVISIONS/CONTINGENCIES** See Addendum A  
180 \_\_\_\_\_  
181 \_\_\_\_\_  
182 \_\_\_\_\_  
183 \_\_\_\_\_  
184 \_\_\_\_\_  
185 \_\_\_\_\_  
186 \_\_\_\_\_

187  
188  **ADDENDA:** The attached Addendum A is/are made part of this Offer.

189 **TITLE EVIDENCE**  
190 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other  
191 conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and  
192 agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
193 restrictions and covenants, general taxes levied in the year of closing and \_\_\_\_\_  
194 \_\_\_\_\_  
195 \_\_\_\_\_ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title  
196 for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.

197 **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the  
 198 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE**  
 199 **EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**  
 200 **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence  
 201 shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business  
 202 days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be  
 203 merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and  
 204 exceptions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE**  
 205 **COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE**  
 206 **EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.**  
 207 **TITLE ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by  
 208 the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and  
 209 the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer  
 210 shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended  
 211 accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does  
 212 not extinguish Seller's obligations to give merchantable title to Buyer.  
 213 **SPECIAL ASSESSMENTS:** Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be  
 214 paid by Seller no later than closing. All other special assessments shall be paid by Buyer. **CAUTION: Consider a special agreement**  
 215 **if area assessments, property owner's association assessments or other expenses are contemplated.** "Other expenses" are one-  
 216 time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter,  
 217 street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and interceptor charges), parks, street  
 218 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).  
 219 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the  
 220 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of  
 221 the Parties to this Offer and their successors in interest.  
 222 **DEFAULT**  
 223 Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A  
 224 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or  
 225 other legal remedies.  
 226 If Buyer defaults, Seller may:  
 227 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or  
 228 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to return  
 229 the earnest money and have the option to sue for actual damages.  
 230 If Seller defaults, Buyer may:  
 231 (1) sue for specific performance; or  
 232 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.  
 233 In addition, the Parties may seek any other remedies available in law or equity.  
 234 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the  
 235 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of  
 236 the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes  
 237 covered by the arbitration agreement.  
 238 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ**  
 239 **THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT**  
 240 **ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR**  
 241 **HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**  
 242 **EARNEST MONEY**  
 243 **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's agent  
 244 if Property is not listed or seller if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.  
 245 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties**  
 246 **or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**  
 247 **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance  
 248 from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest  
 249 money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according  
 250 to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § RL 18.09(1)(b) provides that an offer  
 251 to purchase is not a written disbursement agreement pursuant to which the broker may disburse). If said disbursement agreement has  
 252 not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by  
 253 an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the  
 254 earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law.  
 255 Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the  
 256 earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.  
 257 **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this  
 258 Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1)  
 259 or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's  
 260 proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over  
 261 all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes.  
 262 Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties  
 263 agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or  
 264 applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18. **NOTE:**  
 265 **WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS**  
 266 **OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE.**  
 267 **AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.**

268 PROPERTY ADDRESS: Lot #10 Province Terrace Plat, Menasha WI  
269 OPTIONAL PROVISIONS: THE PARAGRAPHS AT LINES 271 - 314 WHICH ARE PRECEDED BY A BOX ARE A PART OF THIS OFFER IF  
270 MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.

271  PROPOSED USE CONTINGENCY: Buyer is purchasing the property for the purpose of: \_\_\_\_\_ This Offer is contingent upon Buyer obtaining the following:

272 \_\_\_\_\_  
273  Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense from a qualified soils expert that the Property is free of any subsoil  
274 condition which would make the proposed development impossible or significantly increase the costs of such development.

275  Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense from a certified soils tester or other qualified expert that indicates that  
276 the Property's soils at locations selected by Buyer and all other conditions which must be approved to obtain a permit for an acceptable private  
277 septic system for: \_\_\_\_\_ [insert proposed use of Property; e.g., three  
278 bedroom single family home] meet applicable codes in effect as of the date of this offer. An acceptable system includes all systems approved  
279 for use by the State for the type of property identified at line 277. An acceptable system does not include a holding tank, privy, composting  
280 toilet or chemical toilet or other systems (e.g. mound system) excluded in additional provisions or an addendum per lines 179 - 188.

281  Copies at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense of all public and private easements, covenants and restrictions affecting the  
282 Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase  
283 the costs of the proposed use or development identified at lines 271 to 272.

284  Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance  
285 of such permits, approvals and licenses at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense for the following items related to the proposed  
286 development \_\_\_\_\_

287  Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense that the following utility connections are located as follows (e.g.,  
288 on the Property, at the lot line across the street, etc.): electricity \_\_\_\_\_; gas \_\_\_\_\_; sewer  
289 \_\_\_\_\_; water \_\_\_\_\_; telephone \_\_\_\_\_; other \_\_\_\_\_

290 This proposed use contingency shall be deemed satisfied unless Buyer within \_\_\_\_\_ days of acceptance delivers  
291 written notice to Seller specifying those items of this contingency which cannot be satisfied and written evidence substantiating why each  
292 specific item included in Buyer's notice cannot be satisfied.

293  MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ a map of the Property prepared  
294 by a registered land surveyor, within \_\_\_\_\_ days of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense. The map shall identify the legal  
295 description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,  
296 if any, and: \_\_\_\_\_

297 ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features  
298 which may be added include, but are not limited to: specifying how current the map must be; staking of all corners of the Property; identifying  
299 dedicated and apparent street, lot dimensions, total acreage or square footage, easements or rights-of-way. CAUTION: Consider the cost  
300 and the need for map features before selecting them. The map shall show no significant encroachment(s) or any information materially  
301 inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier  
302 of: 1) Buyer's receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy  
303 of the map and a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.

304  INSPECTION CONTINGENCY: This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), at  
305 Buyer's expense, of the Property and \_\_\_\_\_

306 \_\_\_\_\_ which discloses no defects as defined below. This contingency shall be deemed satisfied  
307 unless Buyer within \_\_\_\_\_ days of acceptance delivers to Seller, and to listing broker if Property is listed, a copy of the inspector's  
308 written inspection report and a written notice listing the defects identified in the report to which Buyer objects. This Offer shall be null and  
309 void upon timely delivery of the above notice and report. CAUTION: A proposed amendment will not satisfy this notice requirement.  
310 Buyer shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or follow-up to  
311 inspection. Note: This contingency only authorizes inspections, not testing, see lines 98 to 110. For the purposes of this contingency a defect  
312 is defined as any condition of the Property which constitutes a significant threat to the health or safety of persons who occupy or use the  
313 Property or gives evidence of any material use, storage or disposal of hazardous or toxic substances on the Property. Defects do not include  
314 conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

315 This Offer was drafted on 07/11/2008 [date] by [Licensee and Firm] Jason Gallmeier Bomier Properties

316 (X) \_\_\_\_\_ Social Security No. or FEIN \_\_\_\_\_ Date 07-11-08  
317 Buyer's Signature Print Name Here: Jim Wiegert

318 (X) \_\_\_\_\_ Social Security No. or FEIN \_\_\_\_\_ Date \_\_\_\_\_  
319 Buyer's Signature Print Name Here: \_\_\_\_\_

320 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 242 - 267)

321 \_\_\_\_\_ Broker (By)  
322 SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND  
323 THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH  
324 HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

325 (X) \_\_\_\_\_ Social Security No. or FEIN \_\_\_\_\_ Date \_\_\_\_\_  
326 Seller's Signature Print Name Here: City of Menasha

327 (X) \_\_\_\_\_ Social Security No. or FEIN \_\_\_\_\_ Date \_\_\_\_\_  
328 Seller's Signature Print Name Here: \_\_\_\_\_

329 This Offer was presented to Seller by Jason Gallmeier on July 11, 2008, at 2:40 a.m. (p.m.)

330 THIS OFFER IS REJECTED \_\_\_\_\_ THIS OFFER IS COUNTERED [See attached counter]  
331 Seller Initials \_\_\_\_\_ Date \_\_\_\_\_ Seller Initials \_\_\_\_\_ Date \_\_\_\_\_

**ADDENDUM A  
TO OFFER TO PURCHASE FOR  
Lot #10, in the Province Terrace Plat  
Approx. 2.904 Acres  
City of Menasha  
July 11, 2008**

The following terms and conditions shall be deemed to be a part of the foregoing attached Offer to Purchase dated July 11, 2008 ("Offer") by Wiegert Enterprises for the real estate described in the Offer ("Property").

1. This Offer is subject to Buyer obtaining financing in the amount of \$95,000 with an interest rate not to exceed 7.5% amortized over a period of 30 years, with monthly payments not to exceed \$664.25. Buyer shall have until on or before August 5<sup>th</sup>, 2008 to obtain such financing. In the event Buyer is unable to obtain said financing, Buyer shall serve written notice to Seller to that effect on or Before August 5<sup>th</sup>, 2008; and the Offer shall become null and void, and all earnest money returned to Buyer. Should Buyer fail to serve said written notice, Seller shall deem this contingency waived.
2. The purchase, its successor or assigns of lot 10 in the Province Terrace Plat within the City of Menasha, Calumet County, Wisconsin shall agree that within 18 months it/he/she will from the date of closing erect a building of structure of 5000 square feet or more for such purpose or purposes as may be permitted, under the terms of any restriction in these covenants, zoning codes, Plan Commission requirements, and in accordance with the building code. In the event a purchaser fails to perform this condition within the time specified, the City shall have the option to repurchase said property for an amount of money equal to the purchase price paid by the purchaser. The City shall have the right to exercise this option until such time as the City, in recordable form, agrees not to exercise this option.
3. Seller acknowledges to Buyer that the property is currently zoned Residential (R-2). This Offer is contingent upon Seller cooperating with Buyer to get the property rezoned to Commercial (C-3) for Buyer's intended use on or before August 5<sup>th</sup>, 2008. If Buyer is unable to obtain said rezoning, Buyer shall serve written notice on Seller to that effect on or before August 5<sup>th</sup>, 2008; and this Offer shall become null and void, and all earnest money shall be returned to Buyer. Should Buyer fail to serve said written notice, Seller shall deem this contingency waived.
4. Seller agrees, at Seller's expense, to provide a legal description, updated survey or C.S.M. if required, and stake the corners and wetlands areas of the property 10 days prior to closing.
5. Seller acknowledges to Buyer that a portion of the property may have wetlands and is in the 100-year floodplain. Buyer shall have until on or before August 5<sup>th</sup>, 2008 to investigate wetland and floodplain issues. If Buyer determines that the property is unsuitable for Buyer's proposed development, Buyer shall serve written notice to Seller to that effect on or before August 5<sup>th</sup>, 2008, and this Offer shall become null and void and all earnest money returned to Buyer. Should Buyer fail to serve written notice, Seller shall deem this contingency waived.
6. This Offer is subject to Seller receiving approval from the Menasha City Council to sell said property. Seller shall have until August 5<sup>th</sup>, 2008 to receive all approvals. If Seller is unable to obtain said approvals by August 5<sup>th</sup>, 2008, Seller shall serve written notice to Buyer to the effect on or before August 5<sup>th</sup>, 2008; and this Offer shall become null and void, and all earnest money shall be returned to Buyer.
7. Buyer and Seller acknowledge facsimiles of the Offer to Purchase and/or all Attachments in the form of a fax transmission signed or fully executed shall be deemed as an original document.



**MEMORANDUM**

To: Mayor and Common Council

From: PRD Tungate

Date: July 16, 2008

RE: Free Admission Day at the Pool

The Parks and Recreation Board made a recommendation to offer a free admission day at the pool on Saturday, August 9, 2008. The Board's intent behind this action was to attract new people to the pool or perhaps individuals who have been hesitant to come to the pool for whatever reason. If approved, we would advertise this event in our Recreation newsletter, city website, etc.

I estimate that the revenue impact would be approximately \$600.00. Weather is the biggest factor that influences daily revenue. Your consideration of this recommendation is appreciated.



**Memorandum**

TO: Administration Committee/Common Council  
FROM: Greg Keil, CDD *GK*  
DATE: July 16, 2008  
RE: Request to Extend Timetable for Landscaping 81/87 Racine St. & 504 Broad St.

The Community Development Department and Mayor's Office has been approached concerning the possible sale of the above-referenced parcels for development of a professional office building. The party who is exploring the feasibility of this project wishes to remain anonymous. They have established a deadline of August 10, 2008 to submit a proposal to the city for acquisition of the property. In light of this possibility, I am requesting that the Common Council extend its deadline for landscaping the site to September 10, 2008.

ORDINANCE O - 12 - 08

AN ORDINANCE RELATING TO DESTRUCTION OF CITY PROPERTY

Introduced by Alderman Wisneski

The Common Council of the City of Menasha does ordain as follows:

SECTION 1: Sec. 3 – 4 – 1 (b)(6) is created to read as follows:

(6) Value shall include the reasonable cost of the time spent by any City employee in the marketing of property.

SECTION 2: Sec. 3 – 4 – 1 (e)(2) is amended by deleting “other than” and inserting in lieu thereof “including” in line 4.

SECTION 2: This ordinance shall become effective upon its passage and publication as provided by law.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
Donald Merkes, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Galeazzi, City Clerk

ATTORNEY’S NOTE: This adds to the consideration of value the cost that the City might incur in the preparation of and marketing of an item of surplus property. It is recognized that the cost to sell many items far exceeds their reasonable value.

## ORDINANCE 0-13-08

### AN ORDINANCE RELATING TO THE LANDMARKS COMMISSION

Introduced by Alderman Pamerter at the recommendation of the Landmarks Commission.

The Common Council of the City of Menasha does ordain as follows:

SECTION 1: Title 2, SEC. 2-4-8 repealed and recreated to read as follows:

#### **SEC. 2-4-8 LANDMARKS COMMISSION.**

- (a) The Landmarks Commission shall be organized by and function under the general direction of the Common Council.
- (b) It is hereby declared a matter of public policy that the protection, enhancement, perpetuation and use of improvements of special character, special historic interest or value is a public benefit in that such protection, enhancement, perpetuation and continued use is believed to:
  - (1) Serve as a support and stimulus to business and industry, thereby strengthening the economy of the city.
  - (2) Safeguard elements of the City's historic and cultural heritage, as embodied and reflected in historic structures, sites, and districts.
  - (3) Stabilize and improve property values.
  - (4) Foster civic pride in the accomplishments of the past.
  - (5) Promote the use of historic structures, sites and districts for the education, pleasure and welfare of the people of the City.
  - (6) Integrate the modern environment with historic buildings and sites.
- (c) **DEFINITIONS.** The following words and terms wherever they appear in this chapter, shall be construed as herein defined. Words not defined shall be interpreted in accordance with definitions found in any standard dictionary.
  - (1) Alteration. A change in the external architectural features of any historic structure or in the interior of any such structure if the interior feature is specifically included in the historic designation; a change in the landscape features of any historic site or place; or work having an adverse effect upon designated archaeological resources.
  - (2) Commission. The Landmarks Commission created under this section.
  - (3) Certificate of Appropriateness. Document issued by the Landmarks Commission, following a prescribed review procedure, certifying that the proposed actions by an applicant are found to be acceptable in terms of design criteria relating to the individual property or the historic district.
  - (4) Historic Structure. Any improvement which has a special character or special historic interest or value as part of the development, heritage or cultural characteristics of the City, state or nation and which has been designated as a historic structure pursuant to the provisions of this chapter.

- (5) Historic Site. Any parcel of land whose historic significance is due to substantial value in tracing the history of aboriginal people, or upon which a historic event has occurred, and which has been designated a historic site under this section, or an improvement parcel, or part thereof, on which is situated a historic structure and any abutting improvement parcel, or part thereof, used as and constituting part of the premises on which the historic structure is situated.
- (6) Historic District. An area designated by the Common Council on recommendation of the Commission, composed of two or more improvement parcels that together comprise a district of special character or special historic interest or value as part of the development, heritage or cultural characteristics of the City, state or nation, and which has been designated as a historic district pursuant to the provisions of this chapter.
- (7) Improvement. Any building, structure, place, work of art or other object constituting a physical betterment of real property, or any part of such improvement.
- (8) Improved Parcel. Unit of property which includes a physical betterment constituting an improvement and the land embracing the site thereof, and is treated as a single entity for the purpose of levying real estate taxes. Provided, however, that the term "improved parcel" shall also include any unimproved area of lands which is treated as a single entity for such tax purposes.

**(d) COMPOSITION AND TERMS.**

- (1) A Landmarks Commission is created whose members shall be appointed by the Mayor, subject to the confirmation by the Common Council, as follows:
  - a. Community Development Director as an ex officio, non-voting member;
  - b. Six members at large;
  - c. An Alderman appointed for one (1) year at annual reorganization meeting.
- (2) The Mayor shall consider prospective member's interest, knowledge, or expertise in historical, architectural, geological, archeological, or cultural preservation. Consideration shall also be given as to whether any member owns property in the designated historic district or a building otherwise designated as historic by the commission.
- (3) All at large members shall be appointed for three-year terms with the first appointments staggered such that three of the original appointees serve three-year terms, two serve two-year terms and the remaining member serves a one-year term. The alderman member shall be appointed by the Mayor and confirmed by the Common Council at its annual organization meeting. The Community Development Director shall serve in an advisory capacity to the Landmark's Commission for an unlimited term.
- (4) Vacancies shall be filled for the unexpired term in the same manner as appointments for a full term.
- (5) The Landmarks Commission shall select a chair, vice-chair and secretary and shall then adopt rules and regulations for its operation consistent with the provisions of this section.

- (e) **POWERS AND DUTIES.** The Landmarks Commission shall have the following powers and duties:
- (1) To develop appropriate criteria and standards for identifying and evaluating neighborhoods, places, structures and improvements which might be classified as landmarks, landmark sites, historic districts or specially designated landmarks.
  - (2) To identify landmarks, landmark sites, and historic districts within the City subject to official designation by the Common Council; and which upon such official designation shall be subject to the provisions herein.
  - (3) Other Duties. In addition to those duties already specified in this Section, the Commission shall:
    - a. Cooperate with the historic preservation officer for the State of Wisconsin, and the State Historic Preservation Review Board, in attempting to include such properties hereunder designated as historic structures, sites, or districts in the National Register of Historic Places.
    - b. Where necessary and appropriate recommend to the Planning Commission that the City acquire an interest in historic properties by purchase, donation or bequest, including the use of "preservation easements", where appropriate.
    - c. Establish appropriate markers for officially designated landmarks and historic districts.
    - d. Promote public education, interest and support for the preservation and enhancement of historic landmarks, landmark sites, and historic districts.
    - e. To advise owners of landmarks, landmark sites or structures of the benefits, problems and techniques of preservation and encourage their participation in preservation activities.
- (f) **BUDGET AND FINANCE.** For the purposes enumerated in Section 1(b) of this Chapter, the Landmarks Commission may:
- (1) Any funds deemed necessary shall be included in the Community Development Department budget. The Community Development Director shall monitor all expenditures consistent with City policy.
  - (2) Upon authorization by the Common Council, apply for state and/or federal funding.
  - (3) Upon authorization by the Common Council, raise funds and accept grants or gifts from public and private sources. Such funds shall be placed in a separate account as may be established by the City Comptroller and may be used upon authorization by the Common Council.
  - (4) Recommend contracting for services using such funds as may be authorized in the Community Development Department's budget or from other sources as may be approved by the Common Council. All such contracts require Common Council approval and shall be administered by the Community Development Director.
- (g) **DESIGNATION OF HISTORIC STRUCTURES.** For purposes of this ordinance, a historic structure, historic site, or historic district designation may be placed on any site, natural or improved, including any building, improvement, or structure located

thereon, or any area of particular historic, architectural, archeological, or cultural significance to the City, such as historic structures, sites or districts which:

- (1) Exemplify or reflect the broad cultural, political, economic, or social history of the nation, state, or community; or
- (2) Are identified with historic personages or with important events in national, state, or local history; or
- (3) Embody the distinguishing characteristics of an architectural type or specimen inherently valuable for a study of a period, style, method of construction, or of indigenous materials or craftsmanship; or
- (4) Are representative of the notable work of a master builder, designer, or architect who influenced his age; or
- (5) Have yielded, or may be likely to yield, information important to prehistory or history.

a. Designation of historic structures and historic sites.

1. The commission may, after notice and public hearing, designate historic structures and historic sites or rescind such designation or recommendation after application of the criteria in section (4), above. At least 10 days prior to such hearing, the commission shall notify the owners of record, as listed in the office of the city assessor, who are owners or property in whole or in part situated within 100 feet of the boundaries of the property affected. These owners shall have the right to confer with the commission prior to final action by the commission on the designation. Notice of such hearing shall also be published as a Class 1 Notice under the Wisconsin Statutes. The commission shall also notify the following: department of public works, redevelopment authority, parks department, fire and police departments, health department, building inspection department, plan commission, and the city assessor. Each such department may respond to the commission with its comments on the proposed designation or rescission.
2. The commission shall then conduct such public hearing and, in addition to the notified persons, may hear expert witnesses and shall have the power to subpoena such witnesses and records as it deems necessary. The commission may conduct an independent investigation into the proposed designation or rescission. Within ten days after the close of the public hearing, the commission may designate the property as either a historic structure or historic site, or rescind the designation. After the designation or rescission has been made, notification shall be sent to the property owner or owners. Notification shall also be given to the city clerk, building inspection department, plan commission, and the city assessor. The property owner may appeal such decision to the common council within 30 days. The commission shall cause the designation or rescission to be recorded, at city expense, in the county register of deeds office.

**(h) DESIGNATION OF HISTORIC SIGNS.**

- (1) A sign may be designated to be eligible for listing on the Historic Sign Inventory when it has been in existence, but not necessarily continually visible or displayed, for a period of forty (40) years or more, and meets at least one (1) or more of the following criteria:
- a. Is identified with the history of a product, business or service advertised.
  - b. Reflects the history of the building or a Historic District on/in which the sign is located.
  - c. Is integrated into the architecture of the building on which they sign is located and may be exemplary of a historically significant architectural style of the building.
  - d. The sign, if removed from a Historic Structure, will harm the integrity of the building or cause significant damage to its materials.
  - e. Is recognized as a popular focal point in the area by reason of its prominent location, long existence, large size or unusual design.
  - f. Exemplifies or reflects the City's cultural, social, economic, political, engineering and/or architectural history.
- (2) The Commission may, after notice and public hearing, evaluate and designate a sign as historically significant or recommend rescinding a previous designation of historical significance upon application of criteria provided in this section above. A review of eligibility for listing on the Historic Sign Inventory may be initiated by the Landmarks Commission or the owner of an improvement parcel which contains a potential Historic Sign. Where a property owner petitions the Commission to review eligibility for listing on the Historic Sign Inventory, the owner shall provide sufficient supporting documentation for Commission evaluation.

At least ten (10) days prior to such hearing, the Commission shall, by regular mail or person service, notify persons listed as owners of relevant improvement parcels containing a potential Historic Sign and owners of improvement parcels situated within one hundred (100) feet of the boundary of the improvement parcel containing the potential Historic Sign of the date, time and place of hearing. Notice of such hearing shall also be published as a Class 2 Notice, under the Wisconsin Statutes. Publication shall cure any defect in the service of notice. The Commission shall also notify the Director of the Department of Community Development. The Department of Community Development may respond to the Commission within fifteen (15) days of notification with its comments, if any, on the proposed listing of the sign on the Historic Sign Inventory or rescission of such listing. The Commission shall then receive such reports and conduct a public hearing. It may call witnesses, including experts, and may subpoena such witnesses and records as it deems necessary. The Commission may view the sign in issue and direct the conduct of an independent investigation into the proposed listing of the sign on the Historic Sign Inventory or rescission of such listing.

The Commission shall approve or deny the designation of the sign as a Historic Sign. If approved for designation as a Historic Sign, the Commission shall direct that it be included on a Historic Sign Inventory and, if located on a building or structure designated as a Historic Structure or site, identified as such. Historic signs shall be exempt from the provision of Article F of the Menasha Code of Ordinances. The Historic Sign Inventory shall be on file and available for public inspection in the Community Development Department.

(i) **PRESERVATION AND ADOPTION OF HISTORICAL PROPERTIES.**

Guideline criteria in the development of historic district plans are as follows:

- (1) Regulation of construction, reconstruction, and exterior alteration shall conform to the criteria and standards in subsection (j)(1).
- (2) All new structures shall be constructed to a height visually compatible with the building and environment with which they are visually related.
- (3) The gross volume of any new structure shall be visually compatible with the buildings and environment with which it is visually related.
- (4) In the street elevation of a building, the proportion between the width and height in the façade should be visually compatible with the building and environment with which it is visually related.
- (5) The proportions and relationships between doors and windows in the street façade should be visually compatible with the buildings and environment with which it is visually related.
- (6) The rhythm of solids to voids, created by openings in the façade, should be visually compatible with the buildings and environment with which they are visually related.
- (7) The existing rhythm created by existing building masses and spaces between them should be preserved.
- (8) The materials used in the final façade should be visually compatible with the buildings and environment with which they are visually related.
- (9) The texture inherent in the façade should be visually compatible with the buildings and environment with which it is visually related.
- (10) Colors and patterns used on the façade (especially trim) should be visually compatible with the buildings and environment with which they are visually related.
- (11) The design of the roof should be visually compatible with the buildings and environment with which they are visually related.
- (12) The landscape plan should be sensitive to the individual building, its occupants and their needs. Further, the landscape treatment should be visually compatible with the buildings and environment with which it is visually related.
- (13) The street façade should blend with other buildings via directional expression. When adjacent buildings have a dominant horizontal or vertical expression, this expression should be carried over and reflected.
- (14) Architectural elements should be incorporated as necessary to relate the new with the old and to preserve and enhance the inherent characteristics of the area.
  - a. Review and adoption procedure.
    1. Landmarks Commission

The Landmarks Commission shall hold a public hearing when considering the plan for a historic district. Notice of the time, place, and purpose of such hearing shall be given by publication as a Class 1 Notice under the Wisconsin Statutes in the official city paper. Notice of the time, place, and purpose of the public hearing shall also be sent by the city clerk to the council member of the aldermanic district or districts in which the historic district is located, and the owners of record, as listed in the Office of the city assessor, who are owners of the property within the proposed historic district or are situated in whole or in part within 100 feet of the boundaries of the proposed historic district. Said notice is to be sent at least ten days prior to the date of the public hearing. Following the public hearing, the Landmarks Commission shall vote to recommend, reject, or withhold action on the plan. This recommendation shall be forwarded to the city plan commission and the common council.

2. The City Plan Commission

The plan commission shall review the historic district plan and make a recommendation to the common council. The plan commission shall make its recommendation on the historic district plan within 45 days.

3. The Common Council

The common council, upon receipt of the recommendation from the Landmarks Commission and plan commission, shall hold a public hearing, with notice to be given as noted in subsection 1., above, and shall, following the public hearing, either designate or reject the historic district. Designation of the historic district shall constitute adoption of the plan in ordinance form prepared for that district and direct the implementation of said plan. Property owners may appeal such decision to the common council within 30 days.

**(j) REGULATION OF CONSTRUCTION, RECONSTRUCTION, AND EXTERIOR ALTERATION.**

(1) Certificate of Appropriateness. A Certificate of Appropriateness is required before a building permit can be issued for the demolition, new construction, exterior alteration, modification or addition to a designated historic property or sign. Any building permit not issued in conformity with this ordinance shall be considered void. Acceptable exterior alterations include, but are not limited to, the construction of additions, the installation of siding, windows, doors, awnings, and signage, or the application of paint or other exterior coatings.

- a. Such application shall contain a description and sketch of the proposed changes.
- b. A copy of the procedures for Landmarks Commission review shall be provided in writing to each applicant.
- c. Within ten (10) days of the referral from the Director of Community Development, the Landmarks Commission shall schedule a meeting to review said application. The Landmarks Commission shall utilize the following criteria to evaluate the appropriateness of the proposed change.

1. In the case of a designated historic district, structure or site, the proposed work shall not detrimentally change, destroy or adversely affect any exterior architectural feature of the improvement upon which said work is to be done; and,
  2. In the case of the construction of a new structure upon a historic site, the exterior of such improvement shall not adversely affect the external appearance of other neighboring improvements on such site. The exterior of such improvement shall also harmonize with the external appearance of other neighboring improvements on such site; and,
  3. In the case of any property located in a designated historic district the proposed construction, reconstruction, or exterior alteration must conform to the objectives and design criteria of the Historic Preservation Plan.
- (2) If the Landmarks Commission determines the landmark, landmark site, or property within a historic district would be adversely affected by the proposed change or if for any other reason the Commission rejects the request, the Commission shall state in writing the reasons.
- (3) Should the Landmarks Commission fail to act within the specified time period or refuse to issue a certificate of appropriateness due to the failure of the proposal to meet the guidelines, the applicant may appeal to the Common Council.

If a Certificate of Appropriateness is granted, building permit applications shall be made to the Director of Community Development. The application for a Certificate of Appropriateness must be signed by the owner or his authorized representative, and the form must be signed by the chairman of the Landmarks Commission stating its approval, denial, or approval with conditions and the reasons for the decision.

- (4) When considering an application for a Certificate of Appropriateness for new construction, alteration, repair, or restoration, the Commission shall use the Secretary of the Interior's Standards for Rehabilitation as guidelines in making its decisions. In addition, the Commission may adopt more specific guidelines for local historic districts and local historic buildings. These guidelines serve as the basis for determining the approval, approval with modifications, or denial of an application.

The Secretary's Standards for Rehabilitation are:

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property shall be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such

as adding conjectural features or elements from other buildings, will not be undertaken.

4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale, and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

(k) **REGULATION OF DEMOLITION AND NEW CONSTRUCTION.** No portion of a designated historic structure or site shall be demolished, nor shall a new building be constructed or new use established in a historic district unless such demolition, construction or use complies with this Section.

- (1) A permit is required as described in Section (g). Application shall be made to the Director of Community Development utilizing the procedures enumerated in Section (g)(1-2).
- (2) In determining whether to issue a certificate of appropriateness for demolition, new construction or alternate use, the Landmarks Commission shall consider:
  - a. Whether the building or structure is in such a deteriorated condition that it is not structurally or economically feasible to preserve or restore it.
  - b. Whether any prospective new structure, or change in use would be compatible with the buildings and environment or the district in which the subject property is located.
  - c. Whether the building or structure is of such architectural or historic significance that this demolition would be detrimental to the public interest and contrary to the general welfare of the people of the City and the state.

- d. Whether demolition of the property would be contrary to the purpose and intent of this chapter and to the objectives of the Historic Preservation Plan.
  - e. Whether the building or structure is of such old and unusual or uncommon design, texture and/or material that it could not be reproduced or be reproduced only with great difficulty and/or expense.
  - f. Whether retention of the building or structure would encourage study of American history, architecture and design or develop and understanding of American culture and heritage.
- (4) These provisions shall not apply to any building or structure which has been determined by the Building Inspector in consultation with the Community Development Director to fulfill the requirements of Sec. 66.05 Wis. Stats., and Sec. 11-7-5 and Sec. 15-5-13 City of Menasha Code, or if the City or any other governmental entity is proceeding under Ch. 32 Wis. Stats.

**(l) PENALTIES.**

- (1) Any person who alters, or constructs a building or structure in violation of this chapter shall be required to restore the building or structure and its site to its appearance prior to the violation. Such restoration shall be completed within such time frame as set by the Landmarks Commission using materials, building design and construction methods approved by said Commission. Failure to complete the restoration in conformance with the requirements of the Landmarks Commission shall constitute a violation of this ordinance. Violations shall be subject to the penalties listed in Section 13-1-135 of the Menasha Code of Ordinances. Each day the violation continues shall constitute a separate offense.
- (2) Any person who demolishes a building or structure in violation of Section (h) shall forfeit a sum equal to fifty percent (50%) of the value of the building or structure, should the Landmarks Commission and Common Council make a finding after a hearing that the demolished structure had major historical significance. The value shall be determined by using the assessed value from the previous year's property tax assessment as equalized by the Wisconsin Department of Revenue.
- (3) The Community Development or his/her designee, with the advice and consent of the City Attorney, is authorized to issue a citation or to institute any formal proceeding to enjoin, correct, or abate any violation of this chapter.

**(m) MAINTENANCE OF HISTORIC STRUCTURES, HISTORIC SITES, AND HISTORIC DISTRICTS.** Every person in charge of an improvement or structure in a historic district shall keep in good repair all of the exterior portions and all interior portions thereof which, if not maintained, may cause or tend to cause the exterior portions of such improvement or structure to fall into a state of disrepair. This provision shall be in addition to all other provisions of law requiring such improvement to be kept in good repair.

**(n) CONDITIONS DANGEROUS TO LIFE, HEALTH, OR PROPERTY.** Nothing contained in this Section shall prohibit the making of necessary construction, reconstruction alteration or demolition of any historic structure, any improvement on

a historic site or in a historic district pursuant to order of any governmental agency or pursuant to any court judgment, for the purpose of remedying emergency conditions as determined by the Community Development Director to be dangerous to life, health, or property. In such cases, no approval from the Landmarks Commission shall be necessary.

SECTION 2: This ordinance shall become effective upon its passage and publication as provided by law.

Passed and approved this \_\_\_\_\_<sup>th</sup> day of July, 2008.

---

Donald Merkes, Mayor

ATTEST:

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Deborah A. Galeazzi, City Clerk

## CITY OF MENASHA DISBURSEMENTS

Accounts Payable for 7/10/08-7/17/08 Checks # 17608-17764	\$ 609,024.89
Payroll Checks for 7/10/08-7/17/08 Checks # 39644-39922	<u>168,005.89</u>
Total	\$ 777,030.78

\*\*Gaps in the sequence of accounts payable check numbers may be caused by: voiding checks at the start of a new check run to set up printing of the checks correctly, having a large number of invoices on a particular vendor which causes the payment to be printed on more than one accounts payable check , incorrect alphabetizing of a vendor causing the accounts payable check to appear out of sequence or software/printer problems which result in accounts payable checks being printed incorrectly and needing to be discarded.

Menasha Employees Credit Union-Employee Deductions

Menasha Employees Local 1035-Union Dues

Menasha Employees Local 1035B-Union Dues

Wisconsin Support Collections-Child/Spousal Support

United Way-Employee Donations

AMT-Garnishments

Date: Thursday, July 10, 2008  
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00150 5 ALARM FIRE & SAFETY EQUIPMEN	083465-01	31201	54	10-301-300	261.00	CYLINDER/SENSORS
	083465-02	31201	54	10-301-300	685.00	MSA 5 STAR SENSOR
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017608</b>		<b>Check Total:</b>	<b>946.00</b>
01030 AAA SANITATION INC	152902	31100	55	07-202-209	165.00	PORTABLE TOILET/BOAT LANDING
		<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017609</b>	<b>Check Total:</b>	<b>165.00</b>
01075 ACCURATE SUSPENSION WAREHOUSE	8010148	31731	54	10-149-383	4.91	AMBER LAMP
	8010071	31731	54	10-149-383	187.54	TIE ROD END
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017610</b>	<b>Check Total:</b>	<b>192.45</b>	
01465 ALL-SPORT TROPHY	39805	31100	55	07-201-300	84.00	NAME TAGS
		<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017611</b>	<b>Check Total:</b>	<b>84.00</b>
01630 AMERICAN RED CROSS OF NEENAH-	1905	31100	55	07-201-337	170.00	CPR/AED CLASS
		<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017612</b>	<b>Check Total:</b>	<b>170.00</b>
01640 AMERICAN TEST CENTER INC	2081690	31731	54	10-149-294	305.00	ANNUAL SAFETY INSP/BUCKET TRK
		<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017613</b>	<b>Check Total:</b>	<b>305.00</b>
02040 BADGER HIGHWAYS CO INC	140963	31100	54	10-134-300	418.34	SAND BAGS
	141024	31100	54	10-134-300	182.77	HOTMIX ASPHALT
	140964	31100	55	07-202-300	92.37	SCREENINGS
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017614</b>	<b>Check Total:</b>	<b>693.48</b>	
02105 BAHCALL RUBBER CO INC	446167-001	31201	54	10-301-315	748.10	ALUM COUPLERS/CLAMPS/STOCK
		<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017615</b>	<b>Check Total:</b>	<b>748.10</b>

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<b>02717 JEFFREY BRANDT</b>	070108	31100	51	02-103-331	61.61	MILEAGE/MEALS
	070108	31100	51	02-103-333	19.46	MILEAGE/MEALS
	070108	31100	51	02-103-338	109.09	MILEAGE/MEALS
	070108	31100	51	02-105-331	24.24	MILEAGE/MEALS
	<b>Check Date</b>	<b>7/10/2008</b>	<b>Check Nbr</b>	<b>017617</b>	<b>Check Total:</b>	<b>214.40</b>
<b>02730 BRAZEE ACE HARDWARE</b>	000928	31207	55	07-205-240	3.10	FASTENERS/MARINA
	000934	31100	52	08-101-240	66.97	GARAGE FLOOR DRAIN/PD
	001030	31100	55	07-202-300	8.45	MATERIALS FOR FOUNTAIN
	001041	31100	53	09-212-240	5.48	SWITCH KITCHEN LIGHT SR CENTER
	001273	31100	55	07-202-240	6.47	BULBS/SMITH PARK
	001274	31100	55	07-202-315	3.79	MEASURE CUP/ROUNDUP
	<b>Check Date</b>	<b>7/10/2008</b>	<b>Check Nbr</b>	<b>017618</b>	<b>Check Total:</b>	<b>94.26</b>
<b>02796 BUBRICK'S</b>	136886	31100	52	08-101-310	88.61	OFFICE SUPPLIES
	<b>Check Date</b>	<b>7/10/2008</b>	<b>Check Nbr</b>	<b>017619</b>	<b>Check Total:</b>	<b>88.61</b>
<b>03145 CAREW CONCRETE &amp; SUPPLY CO INC</b>	770631	31207	55	07-205-240	190.00	MARINA CONCRETE REPAIR
	<b>Check Date</b>	<b>7/10/2008</b>	<b>Check Nbr</b>	<b>017620</b>	<b>Check Total:</b>	<b>190.00</b>
<b>03247 CDW GOVERNMENT INC</b>	KRR3309	31100	51	04-109-315	161.57	VOICE RECOGNITION SOFTWARE
	ksq05111	31100	51	04-109-315	239.54	REPLACE LCD DISPLAY AT PD
	<b>Check Date</b>	<b>7/10/2008</b>	<b>Check Nbr</b>	<b>017622</b>	<b>Check Total:</b>	<b>401.11</b>
<b>03853 CUMINGS ELECTRIC INC &amp;</b>	0006554-IN	31263	56	03-207-701	225.00	HOME REHAB PROGRAM
		31263	56	03-207-701	-225.00	VOID CHECK 17455
	<b>Check Date</b>	<b>7/10/2008</b>	<b>Check Nbr</b>	<b>017624</b>	<b>Check Total:</b>	<b>0.00</b>
<b>03846 CUMMINS NPOWER LLC</b>	802-50678	31731	54	10-149-383	35.15	TUBE/FUEL SUPPLY
	<b>Check Date</b>	<b>7/10/2008</b>	<b>Check Nbr</b>	<b>017623</b>	<b>Check Total:</b>	<b>35.15</b>

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<b>06075 FASTENAL COMPANY</b>	WINEE35144	31100	55	07-202-240	8.83	REPAIRS/SMITH
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017625</b>		<b>Check Total:</b>	<b>8.83</b>
<b>06110 FERGUSON ENTERPRISES INC #448</b>	0351143	31100	55	07-202-240	31.03	COUPLER/SMITH
	0353567	31100	55	07-202-240	56.58	FOUNTAIN REPAIR
	0353081	31100	55	07-202-240	335.99	VANDALISM/CLOVIS
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017626</b>		<b>Check Total:</b>	<b>423.60</b>
<b>07080 GANNETT WISCONSIN NEWSPAPERS</b>	0003453189	31100	51	02-104-292	101.75	LEGALS
	0003453189	31100	51	04-101-292	1,065.02	LEGALS
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017627</b>		<b>Check Total:</b>	<b>1,166.77</b>
<b>07345 GRAINGER INC</b>	9661494253	31100	55	07-202-240	67.86	FAN MOTOR/JEFFERSON
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017628</b>		<b>Check Total:</b>	<b>67.86</b>
<b>08235 HEARTLAND LABEL PRINTERS INC</b>	IVC000165048	31100	51	04-109-801	451.42	DATA TAPES/EMAIL ARCHIVE PROJ
	IVC000164394	31100	51	04-109-315	5,017.17	BACKUP SYSTEM UPGRADE
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017629</b>		<b>Check Total:</b>	<b>5,468.59</b>
<b>08465 HOME DEPOT CREDIT SERVICES</b>	710729	31100	51	10-115-315	39.97	BATTERY PACK FOR DRILL
	2082382	31100	53	09-102-313	20.45	GLASS WINDOW TINTING KIT
	2562602	31100	54	10-131-300	21.96	FERTILIZER
	991530	31100	53	09-212-240	7.96	SPRAY HEAD
	9991580	31100	55	07-203-315	149.91	SHELVES
	8093412	31100	55	07-202-240	139.00	DEHUMIDIFIER/MEM BLDG
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017630</b>		<b>Check Total:</b>	<b>379.25</b>
<b>09105 INDEPENDENT INSPECTIONS LTD</b>	301451	31100	52	03-301-216	6,305.99	PERMITS FOR JUNE 2008
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017631</b>		<b>Check Total:</b>	<b>6,305.99</b>

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10225 JOE'S POWER CENTER	71073	31100	55	07-202-300	79.90	STRING TRIM LINE
	71120	31100	54	10-502-300	399.92	BLOWER/TRIMMER
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017632</b>		<b>Check Total:</b>	<b>479.82</b>
10335 JX ENTERPRISES INC	D281700030	31731	54	10-149-383	-240.52	ASSY-BALL & SOCKET CREDIT MEMO
	D281720129	31731	54	10-149-383	1,641.49	MODULE/COVER/PLATE
	D281790097	31731	54	10-149-383	421.00	ENCLOSURE MODULE
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017633</b>		<b>Check Total:</b>	<b>1,821.97</b>
11165 KJ WASTE SYSTEMS INC	070108	31266	54	10-307-216	1,033.00	CORRUGATE/CO-MINGLE
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017634</b>		<b>Check Total:</b>	<b>1,033.00</b>
11365 KUNDINGER FLUID POWER INC	50019894	31731	54	10-149-300	65.75	TEFLON TAPE/PART
	50019894	31731	54	10-149-383	12.60	STREET TEE/CONNECTOR
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017635</b>		<b>Check Total:</b>	<b>78.35</b>
12250 LAWSON PRODUCTS INC	6952864	31731	54	10-149-300	190.90	STOCK SUPPLIES
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017636</b>		<b>Check Total:</b>	<b>190.90</b>
12270 LEAGUE OF WISCONSIN MUNICIPALI	19969	31100	51	02-103-338	20.00	ATTORNEY/LUNCHEON
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017637</b>		<b>Check Total:</b>	<b>20.00</b>
	070908	31100	51	01-102-332	120.00	CHIEF EXEC WORKSHOP/MERKES
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017638</b>		<b>Check Total:</b>	<b>120.00</b>
12450 LINCOLN CONTRACTORS SUPPLY INC	10442630	31100	54	10-121-315	436.00	WET ASPHALT ARBOR
	5837150	31100	54	10-134-300	37.33	WIRE TIES/TYING TOOL
	5837120	31100	54	10-134-300	172.50	POLY SAND BAGS
	10441730	31100	54	10-134-300	167.67	POLY SAND BAGS
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017639</b>		<b>Check Total:</b>	<b>813.50</b>

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<b>13097 MARSHALL &amp; ILSLEY TRUST-MILW</b>	5115584	31100	51	02-105-216	260.00	MONTHLY FEE TO 5/31/08
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017640</b>		<b>Check Total:</b>	<b>260.00</b>
<b>13149 MATTHEWS COMMERCIAL TIRE CTR</b>	025726	31731	54	10-149-382	32.28	TIRE SERVICE
	025722	31731	54	10-149-382	359.70	TIRE SERVICE
	025765	31731	54	10-149-382	770.60	TIRE SERVICE
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017641</b>		<b>Check Total:</b>	<b>1,162.58</b>
<b>13150 MATTHEWS TIRE &amp; AUTO SERVICE</b>	331252	31731	54	10-149-382	393.96	TIRE SERVICE
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017642</b>		<b>Check Total:</b>	<b>393.96</b>
<b>13360 MENASHA ELECTRIC &amp; WATER UTILI</b>	062508	31100	12	04-399-000	7.33	RACINE/NINTH
	062508	31100	53	09-102-223	107.86	HEALTH DEPT
	062508	31100	53	09-102-225	34.93	HEALTH DEPT
	062508	31100	54	10-131-223	186.98	TRAFFIC LIGHTS
	062508	31201	54	10-301-223	89.97	LIFT STATIONS
	062508	31100	55	07-202-223	593.78	PARKS
	062508	31100	55	07-202-223	11.90	PARKS
	062508	31100	55	07-202-225	536.26	PARKS
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017643</b>		<b>Check Total:</b>	<b>1,569.01</b>
<b>13370 MENASHA EMPLOYEES CREDIT UNION</b>		31100	21	04-299-020	1,789.00	
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017644</b>		<b>Check Total:</b>	<b>1,789.00</b>
<b>13375 MENASHA EMPLOYEES LOCAL 1035</b>		31100	21	04-299-031	290.00	
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017645</b>		<b>Check Total:</b>	<b>290.00</b>
<b>13420 MENASHA PARK &amp; RECREATION</b>	070808	31100	55	07-201-300	38.67	SUPPLIES
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017646</b>		<b>Check Total:</b>	<b>38.67</b>

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<b>13685 MINNESOTA MUTUAL LIFE INSURANC</b>	AUGUST2008	31100	21	04-618-000	2,486.92	BASIC
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017647</b>		<b>Check Total:</b>	<b>2,486.92</b>
<b>14175 NEENAH FOUNDRY CO</b>	36395	31100	54	10-121-300	2,560.00	FRAMES/LIDS/PLATES/GRATES
	36395	31100	54	10-134-300	2,853.00	FRAMES/LIDS/PLATES/GRATES
	36395	31201	54	10-301-300	7,406.40	FRAMES/LIDS/PLATES/GRATES
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017648</b>		<b>Check Total:</b>	<b>12,819.40</b>
<b>14290 NEUMAN POOLS INC</b>	0032427-IN	31100	55	07-203-243	213.25	ROTARY FLOW SWITCH CABLE
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017649</b>		<b>Check Total:</b>	<b>213.25</b>
<b>14385 NOFFKE LUMBER INC</b>	080620811780	31100	55	07-202-240	14.56	FORM LUMBER
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017650</b>		<b>Check Total:</b>	<b>14.56</b>
<b>15080 OFFICEMAX INC</b>	911454	31100	56	03-202-291	146.70	OFFICE SUPPLIES
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017651</b>		<b>Check Total:</b>	<b>146.70</b>
<b>16025 PACKER CITY INTERNATIONAL</b>	3281630049	31731	54	10-149-383	42.54	BRAKE CHAMBER
	3281630005	31731	54	10-149-383	207.48	LINK
	3281630037	31731	54	10-149-383	200.32	BULKSPBR/CHAMBER
	3281640052	31731	54	10-149-383	13.05	LIGHT
	3281640015	31731	54	10-149-383	81.99	AIR FILTS/HYDRAULI
	3281690068	31731	54	10-149-383	77.58	STROBE
	3281690044	31731	54	10-149-383	20.96	FILTER/FUELFILTERS
	3281690047	31731	54	10-149-383	6.49	TUBE/ELBOW
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017652</b>		<b>Check Total:</b>	<b>650.41</b>
<b>16095 PARTS ASSOCIATES INC</b>	PAI0762387	31731	54	10-149-300	208.13	HEAT SHRINK/FUSES/RIVETS/STOCK
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017653</b>		<b>Check Total:</b>	<b>208.13</b>

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<b>16190 PEPSI AMERICAS</b>	8220316904	31100	55	07-203-317	162.00	POOL CONCESSIONS
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017654</b>		<b>Check Total:</b> 162.00	
<b>16465 POSTAL ANNEX</b>	133228	31100	52	08-101-311	43.72	POSTAGE
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017655</b>		<b>Check Total:</b> 43.72	
<b>16815 PSS-CHICAGO</b>	45562389	31100	53	09-102-300	56.00	MEDICAL SUPPLIES
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017656</b>		<b>Check Total:</b> 56.00	
<b>18050 RADTKE CONTRACTORS INC</b>	27541	31100	55	07-202-204	1,524.00	BEACH BUOYS/MUNI BEACH
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017657</b>		<b>Check Total:</b> 1,524.00	
<b>19140 SCHARPF'S OFFICE PRODUCTS INC</b>	385771	31731	54	10-149-310	46.50	TRIMMER
	385771	31100	55	07-202-310	46.49	TRIMMER
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017658</b>		<b>Check Total:</b> 92.99	
<b>19380 SHOPKO STORES INC</b>	53061	31100	55	07-201-300	113.68	PROGRAM SUPPLIES
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017659</b>		<b>Check Total:</b> 113.68	
<b>19465 SPEEDY CLEAN INC</b>	9174	31201	54	10-301-216	867.50	TELEVISION LINES/CARVER LN
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017660</b>		<b>Check Total:</b> 867.50	
<b>02430 STANLEY SECURITY SOLUTIONS INC</b>	WI-478780	31100	55	07-202-240	36.24	KEYS
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017616</b>		<b>Check Total:</b> 36.24	
<b>20115 TESCH CHEMICAL CO INC</b>	TC110744	31100	55	07-202-315	19.46	CLEAN KITCHEN/JEFFERSON
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017661</b>		<b>Check Total:</b> 19.46	

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<b>20155 THEDACARE LABORATORIES</b>	200806-0	31100	12	04-399-000	26.40	HEP B
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017662</b>		<b>Check Total:</b>	<b>26.40</b>
<b>20315 TRADER PLUMBING</b>	32244	31100	55	07-202-240	31.31	STOCK
	32244	31100	55	07-203-240	46.49	STOCK
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017663</b>		<b>Check Total:</b>	<b>77.80</b>
<b>21045 UNIFIRST CORPORATION</b>	0970033806	31731	54	10-149-201	80.58	MAT/MOP/CLOTHING PROTECTION
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017664</b>		<b>Check Total:</b>	<b>80.58</b>
<b>21060 UNITED PAPER CORPORATION</b>	61739	31100	13	04-106-000	73.44	WASTEBASKET
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017665</b>		<b>Check Total:</b>	<b>73.44</b>
<b>22120 VALLEY POPCORN CO INC</b>	81265	31100	55	07-203-317	164.65	POOL CONCESSIONS
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017666</b>		<b>Check Total:</b>	<b>164.65</b>
<b>03225 WC INDUSTRIAL SUPPLY COMPANY</b>	0001325-IN	31731	54	10-149-383	8.01	V-BELT
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017621</b>		<b>Check Total:</b>	<b>8.01</b>
<b>23215 WIL-KIL PEST CONTROL</b>	1308503	31731	54	10-149-207	63.00	COMMERCIAL CONTRACT
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017667</b>		<b>Check Total:</b>	<b>63.00</b>
<b>23275 WINNEBAGO COUNTY TREASURER</b>	100426	31100	52	08-602-250	2,090.00	JAIL DIVISION
	<b>Check Date</b> 7/10/2008	<b>Check Nbr</b>	<b>017668</b>		<b>Check Total:</b>	<b>2,090.00</b>

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<b>23455 WISCONSIN SUPPORT COLLECTIONS</b>		31100	21	04-299-015	536.31	
		31100	21	04-299-016	138.40	
<b>Check Date</b>	<b>7/10/2008</b>	<b>Check Nbr</b>	<b>017669</b>	<b>Check Total:</b>	<b>674.71</b>	

**Grand Total: 50,922.76**

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<b>01050 ACC PLANNED SERVICE INC</b>	13910	31100	52	08-101-240	2,469.44	GUN RANGE AIR EXCHANGE
	13907	31100	51	10-115-240	206.50	FILTERS
	13911	31100	52	05-201-240	483.56	HVAC SYSTEM REPAIRS
	13911	31100	52	08-101-240	725.34	HVAC SYSTEM REPAIRS
	13909	31100	52	05-201-240	143.06	REPLACED STATS #35
	13908	31100	52	05-201-240	443.05	PACKING KIT/ACTUATOR/FIRE DEPT
	13906	31731	54	10-149-240	587.00	CONTACTOR E FAN/MECHANIC SHOP
<b>Check Date</b>	<b>7/17/2008</b>	<b>Check Nbr</b>	<b>017670</b>		<b>Check Total:</b>	<b>5,057.95</b>
<b>01075 ACCURATE SUSPENSION WAREHOUSE</b>	8010458	31731	54	10-149-383	1,215.51	SPRINGS/UBOLT WASHERS/STOCK
	8010499	31731	54	10-149-383	2.90	MINI LAMP
<b>Check Date</b>	<b>7/17/2008</b>	<b>Check Nbr</b>	<b>017671</b>		<b>Check Total:</b>	<b>1,218.41</b>
<b>01315 AIRGAS NORTH CENTRAL</b>	105074759	31731	54	10-149-300	126.43	ARGON
<b>Check Date</b>	<b>7/17/2008</b>	<b>Check Nbr</b>	<b>017672</b>		<b>Check Total:</b>	<b>126.43</b>
<b>01465 ALL-SPORT TROPHY</b>	39872	31100	55	07-201-300	247.00	TOURNAMENT RIBBONS
<b>Check Date</b>	<b>7/17/2008</b>	<b>Check Nbr</b>	<b>017673</b>		<b>Check Total:</b>	<b>247.00</b>
<b>01630 AMERICAN RED CROSS OF NEENAH-</b>	1922	31100	12	04-399-000	540.00	CPR/AED COURSE FEES
	1922	31100	51	10-115-337	5.00	CPR/AED COURSE FEES
	1922	31100	53	09-102-337	15.00	CPR/AED COURSE FEES
	1922	31100	53	09-212-337	5.00	CPR/AED COURSE FEES
	1922	31100	55	06-101-337	5.00	CPR/AED COURSE FEES
	1922	31100	55	07-201-337	40.00	CPR/AED COURSE FEES
<b>Check Date</b>	<b>7/17/2008</b>	<b>Check Nbr</b>	<b>017674</b>		<b>Check Total:</b>	<b>610.00</b>
<b>01675 AMT</b>		31100	21	04-299-022	150.00	
<b>Check Date</b>	<b>7/17/2008</b>	<b>Check Nbr</b>	<b>017675</b>		<b>Check Total:</b>	<b>150.00</b>

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<b>01775 CITY OF APPLETON</b>	176182	31100	51	02-117-292	19.83	ABSENT VOTER PUBLICATION
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017676</b>		<b>Check Total:</b>	<b>19.83</b>
<b>19120 AT&amp;T</b>	920R09453007	31100	51	10-115-221	83.10	MONTHLY SERVICE 7-4/8-3-08
	920R09453007	31201	54	10-301-221	221.70	MONTHLY SERVICE 7-4/8-3-08
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017733</b>		<b>Check Total:</b>	<b>304.80</b>
<b>02040 BADGER HIGHWAYS CO INC</b>	141071	31201	54	10-301-300	4,401.12	HOTMIX ASPHALT BASE COURSE
	141085	31100	54	10-122-300	200.00	TACK COAT B
	141085	31201	54	10-301-300	200.00	TACK COAT B
	2008-01	31490	21	04-205-000	-2,081.38	NEW STREET CONSTRUCTION
	2008-01	31100	54	10-121-822	1,000.00	NEW STREET CONSTRUCTION
	2008-01	31490	54	10-121-822	16,506.26	NEW STREET CONSTRUCTION
	2008-01	31490	54	10-134-822	3,307.50	NEW STREET CONSTRUCTION
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017678</b>		<b>Check Total:</b>	<b>23,533.50</b>
<b>02105 BAHCALL RUBBER CO INC</b>	446362-001	31100	54	10-134-300	809.78	CAMERA/ADAPTERS
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017679</b>		<b>Check Total:</b>	<b>809.78</b>
<b>02335 BECK ELECTRIC INC</b>	E170	31100	54	10-143-216	70.20	SECURE LIGHT/RACINE ST BRIDGE
	E174	31100	54	10-131-216	285.00	LOCATES
	E174	31100	54	10-143-216	285.00	LOCATES
	D254	31100	55	07-202-204	1,498.85	LIGHT POLE REPAIR TRESTLE TRAL
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017680</b>		<b>Check Total:</b>	<b>2,139.05</b>
<b>02410 BERGSTROM</b>	102424	31731	54	10-149-383	187.22	BEARING/SHAFT/SEAL
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017681</b>		<b>Check Total:</b>	<b>187.22</b>
<b>02796 BUBRICK'S</b>	139662	31100	52	08-101-310	173.95	OFFICE SUPPLIES
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017682</b>		<b>Check Total:</b>	<b>173.95</b>

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<b>03275 CENTRAL AUDIO-VISUAL EQUIPMENT</b>	08-11033	31100	52	08-101-300	146.50	DURACELL AA BATTERY
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017684</b>		<b>Check Total:</b>	<b>146.50</b>
<b>03490 CLEAR WATER CAR WASH</b>	2214	31100	52	08-101-295	21.48	VEHICLES WASHES/JUNE 2008
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017686</b>		<b>Check Total:</b>	<b>21.48</b>
<b>03842 CULLIGAN WATERCARE SERVICES</b>	063008	31100	51	10-115-201	17.85	COOLER RENTAL
	063008	31731	54	10-149-313	5.95	COOLER RENTAL
	063008	31100	55	07-203-310	188.24	COOLER RENTAL
	301419	31100	55	07-203-310	32.00	WATER
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017687</b>		<b>Check Total:</b>	<b>244.04</b>
<b>04136 DAVIS &amp; STANTON</b>	15635	31100	52	08-101-315	6.00	COMMENDATION BARS
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017688</b>		<b>Check Total:</b>	<b>6.00</b>
<b>04275 DIGICORPORATION</b>	53679	31100	13	04-113-000	-13.16	ADJUSTMENT
	53679	31100	52	08-101-291	62.16	BUSINESS CARDS/A ZEMLOCK
	53528	31100	55	07-201-291	180.25	GRUNSKI RUNSKI RACE FLYERS
	53548	31100	55	07-203-291	40.00	TIME OFF REQUEST CARDS
	53639	31100	54	10-304-291	789.00	RECYCLING/NO COLLECTION NOTICE
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017689</b>		<b>Check Total:</b>	<b>1,058.25</b>
<b>04305 DIVERSIFIED RISK INSURANCE</b>	070808	31733	21	04-229-000	204.07	
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017690</b>		<b>Check Total:</b>	<b>204.07</b>
<b>04350 DOMINO'S PIZZA</b>	9533-IN	31100	55	07-201-300	164.44	3 ON 3 EVENT
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017691</b>		<b>Check Total:</b>	<b>164.44</b>
<b>06065 FAMILY THERAPY &amp; ANXIETY CTR</b>	063008	31100	52	08-101-215	150.00	SERVICES PROVIDED/POLICE
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017692</b>		<b>Check Total:</b>	<b>150.00</b>

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<b>06110 FERGUSON ENTERPRISES INC #448</b>	0339439	31100	55	07-203-240	75.94	POOL REPAIRS
	0333812	31100	55	07-202-240	445.40	TOILETS AT CLOVIS
	0339839	31100	55	07-202-240	17.80	PLUMBING AT SMITH
	SC18098	31100	55	07-202-240	8.09	SERVICE CHARGE FOR JUNE
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017693</b>		<b>Check Total:</b>	<b>547.23</b>
<b>06225 FIRST SUPPLY LLC</b>	162112-00	31100	55	07-202-240	121.61	BATHROOM AND SPRINKLER REPAIRS
		<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017694</b>	<b>Check Total:</b>	<b>121.61</b>
<b>01795 FORENSICS SOURCE</b>	F08-175431	31100	52	08-101-300	25.90	HEMIDENT
		<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017677</b>	<b>Check Total:</b>	<b>25.90</b>
<b>07250 GMN CONSULTING LLC</b>	3308	31100	51	04-109-214	464.40	IT SERVICES
		<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017695</b>	<b>Check Total:</b>	<b>464.40</b>
<b>07580 GUNDERSON UNIFORM &amp; LINEN RENT</b>	1261172	31100	52	08-101-313	31.70	TOWEL/MAT SERVICE
	1262234	31100	51	10-115-201	15.26	MOP/MAT SERVICE
	1262234	31100	53	09-212-313	3.46	MOP/MAT SERVICE
	1262234	31100	55	07-202-313	3.46	MOP/MAT SERVICE
	1263150	31100	52	08-101-313	31.70	TOWEL/MAT SERVICE
		<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017696</b>	<b>Check Total:</b>	<b>85.58</b>
<b>08023 JILL HACKMASTER</b>	071508	31822	55	04-107-316	250.00	HATTIE MINER SCHOLARSHIP
		<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017697</b>	<b>Check Total:</b>	<b>250.00</b>
<b>08190 HAWKINS INC</b>	1200808RI	31100	55	07-203-243	25.95	POOL SENSOR PART
	1201685RI	31100	55	07-203-300	4,106.11	CHEMICALS
		<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017698</b>	<b>Check Total:</b>	<b>4,132.06</b>

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<b>08537 HSBC BUSINESS SOLUTIONS</b>	1296000029266	31100	51	04-109-310	1.86	INDEX CARDS/MARKERS/ENV
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017699</b>		<b>Check Total:</b>	<b>1.86</b>
<b>09150 INSITUFORM TECHNOLOGIES USA</b>	PR-1450701A-02	31201	19	04-540-000	180,432.00	WW COLLECTION SYS REHAB/3
	PR-1450701A-02	31201	21	04-205-000	-9,021.60	WW COLLECTION SYS REHAB/3
	PR-1450701A-03	31201	19	04-540-000	266,084.00	WW COLLECTION SYS IMP/3
	PR-1450701A-03	31201	21	04-205-000	-13,304.20	WW COLLECTION SYS IMP/3
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017700</b>		<b>Check Total:</b>	<b>424,190.20</b>
<b>10230 JOHN'S SAW SERVICE</b>	8209	31731	54	10-149-383	131.93	AIR FILTERS
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017701</b>		<b>Check Total:</b>	<b>131.93</b>
<b>11039 ROGER KANITZ</b>	071008	31100	56	03-202-332	40.00	2008 ENERGY FAIR
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017702</b>		<b>Check Total:</b>	<b>40.00</b>

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11155 KITZ & PFEIL INC	052109-0028	31100	55	07-202-315	37.33	SNAP KNIFE/TANK SPRAYER
	052114-0064	31100	54	10-134-300	2.95	COUPLING/INSERT ELBOW
	052114-0141	31100	51	10-115-300	6.23	SUPPLIES
	052114-0141	31100	53	09-212-240	12.60	SEED
	052114-0155	31100	54	10-134-300	-1.79	RETURN INSERT ELBOW
	052214-0142	31100	55	07-202-240	1.62	MISC/VANDALISM @ CLOVIS
	052214-0192	31100	51	10-115-240	8.16	BASEBOARD TRIM/BRIDGE MUSEUM
	052314-0021	31100	55	07-202-240	10.34	VOLLEYBALL NET HOOKS
	052803-0018	31100	55	07-203-240	21.53	SCREEN/POOL CONCESSION STAND
	052814-0053	31100	51	10-115-300	21.94	BATTERY FOR AED CABINET/TAPE
	052814-0060	31731	54	10-149-383	27.54	HARDWARE MISC
	052814-0076	31100	55	07-203-240	28.96	REPAIRS/POOL MECHANICAL ROOM
	052903-0011	31100	53	09-212-240	2.96	SPARK PLUG/SR CTR LAWN MOWER
	052914-0047	31100	55	07-202-240	4.49	STAPLES FOR SIGNS
	052914-0088	31100	51	10-115-240	4.38	FLAG POLE STAIN
	052914-0088	31100	53	09-212-240	3.07	BULK SEED
	052914-0154	31100	55	07-202-240	10.78	SAFETY HASPS/REPAIR VAND CLOVS
	053014-0166	31100	55	10-215-313	6.29	BROOM
	053009-0010	31100	51	10-115-300	6.29	POLY FINISH FOR FLAG POLE ENDS
	060214-0072	31100	51	10-115-300	22.20	DISH SOAP/GLUE/LIQ NAILS/MISC
	060214-0125	31100	55	07-202-240	34.73	VANDALISM REPAIR/JEFFERSON
	060314-0081	31100	51	10-115-240	19.46	LIBRARY RESTROOM MISC
	060414-0039	31100	55	07-201-310	4.50	KEY
	060414-0045	31100	51	10-115-240	2.42	SCREW EYES/PUTTY
	060414-0084	31100	55	07-202-240	5.23	MISC SUPPLIES/JEFFERSON
	060514-0010	31100	51	10-115-315	10.78	PRUNER SET/FAB/SOD STAPLE
	060514-0090	31100	54	10-122-300	9.89	CHALK
	060603-0011	31731	54	10-149-383	32.31	AIR FILTER CARTRIDGE STOCK
	060603-0029	31731	54	10-149-383	4.11	SPARK PLUG
	060609-0003	31201	54	10-301-300	19.40	PVC CONDUIT/SS CLAMP
	060614-0060	31100	56	07-101-300	11.41	CHAIN FOR POLE SAW
	060614-0136	31100	54	10-111-300	32.94	PENNY NAILS FOR STAKING
	060903-0026	31731	54	10-149-383	8.54	THROTTLE CONTROL

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	060909-0015	31100	55	07-202-240	5.91	VANDALISM REPAIR/JEFFERSON
	060914-0061	31100	52	08-101-240	8.98	FAUCET HOSE CONNECTORS
	060914-0166	31201	54	10-301-300	13.81	CARVER LN/BASEMENT PUMP REPAIR
	061009-0035	31731	54	10-149-240	7.19	SIGN SHOP TOILET REPLACE HOSE
	061014-0187	31100	51	10-115-240	2.86	UPRIGHT SHELF/HARDWARE
	061014-0191	31100	51	10-115-240	1.16	ELEVATOR LIGHT STARTER
	061114-0073	31731	54	10-149-240	8.97	SIGN SHOP TOILET LEAK REPAIR
	061114-0185	31100	54	10-304-300	18.87	YELLOW TWINE
	061214-0067	31100	55	07-203-310	23.17	TRASH BAG
	061309-0007	31100	55	07-202-300	5.39	CABLE TIES FOR NETS/KOSLO
	061314-0018	31100	56	07-101-300	25.55	BAR OIL AND CHAIN
	061314-0121	31100	56	07-101-300	11.41	CHAIN FOR POLE SAW
	061709-0001	31100	54	10-131-300	34.62	NUTS/BOLTS/RR SIGNS
	061714-0074	31100	52	08-101-240	9.28	MIRACLE GRO/LIGHT SWITCH
	061814-0004	31100	54	10-304-300	28.86	MEASURING CUPS/SPRAYER
	061814-0025	31100	55	07-202-240	24.73	REPAIRS AT KOSLO
	061909-0035	31100	55	07-201-300	7.16	REC SUPPLIES
	061914-0007	31100	56	07-101-300	22.56	FORESTRY EQPT TO FELL TREES
	061914-0136	31731	54	10-149-240	27.17	MAINTENANCE URINAL
	061914-0208	31207	55	07-205-240	33.71	LEAK AT MARINA
	062009-0009	31100	55	07-201-300	4.50	KEY
	062014-0121	31100	55	07-203-240	3.14	BUSHING
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b> 017707			<b>Check Total:</b> 762.59	
<b>11235 KONE INC</b>	17855084	31100	52	08-101-240	141.30	MAINTENANCE AGREEMENT
	17847552	31100	55	06-101-240	336.33	MAINTENANCE AGREEMENT
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b> 017708			<b>Check Total:</b> 477.63	
<b>11365 KUNDINGER FLUID POWER INC</b>	50020616	31731	54	10-149-383	5.80	O-RINGS
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b> 017709			<b>Check Total:</b> 5.80	

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12110 LAMERS BUS LINES INC	070908	31100	21	04-269-000	134.00	TRIP TO CALUMET COUNTY
	479612	31100	55	07-201-205	395.00	BUS TRIP MILLER PARK
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017710</b>		<b>Check Total:</b>	<b>529.00</b>
12170 LAPPEN SECURITY PRODUCTS INC	28362	31100	52	08-101-240	774.50	TRANSFORMER
		<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017711</b>	<b>Check Total:</b>	<b>774.50</b>
12375 LEVENHAGEN CORPORATION	64288	31207	55	07-205-381	5,924.15	LEAD FREE GAS
	63798	31207	55	07-205-381	1,421.20	LEAD FREE GAS
	64286	31207	55	07-205-381	2,663.43	LEAD FREE GAS
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017712</b>	<b>Check Total:</b>	<b>10,008.78</b>	
13149 MATTHEWS COMMERCIAL TIRE CTR	025892	31731	54	10-149-382	30.59	TIRE SERVICE
	025831	31731	54	10-149-382	24.83	TIRE SERVICE
	025830	31731	54	10-149-382	783.20	TIRE SERVICE
	025881	31731	54	10-149-382	6.35	TUBE FOR WHEELBARREL
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017713</b>	<b>Check Total:</b>	<b>844.97</b>	
13335 MEMORIAL FLORISTS INC	02401740	31100	54	10-121-300	239.25	PETUNIA WAVES
	02400773	31100	55	07-202-300	1,151.55	FLOWERS
	02406985	31100	55	07-202-300	2,150.04	FLOWERS
	02406990	31100	55	07-202-300	1,449.72	FLOWERS
	02406994	31100	55	07-202-300	623.82	FLOWERS
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017714</b>	<b>Check Total:</b>	<b>5,614.38</b>	
13345 MENARDS-APPLETON EAST	76389	31100	55	07-202-240	-45.53	PLUMBING REPAIRS/SMITH
	76389	31100	55	07-202-240	45.53	PLUMBING REPAIRS/SMITH
	76389	31100	55	07-202-240	45.53	REVERSE CREDIT ERROR
	78039	31100	55	07-202-240	44.95	PLUMBING PARTS
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017715</b>	<b>Check Total:</b>	<b>90.48</b>	

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13360 MENASHA ELECTRIC & WATER UTILI	070208	31100	12	04-399-000	1,215.55	FIRE DEPT
	070208	31100	12	04-399-000	169.72	FIRE DEPT
	070208	31100	12	04-399-000	6.26	TRAFFIC LIGHTS
	070208	31100	52	08-101-223	1,678.61	POLICE DEPT
	070208	31100	52	08-101-225	234.37	POLICE DEPT
	070208	31100	54	10-131-223	230.87	TRAFFIC LIGHTS
	070208	31100	54	10-131-225	66.94	TRAFFIC LIGHTS
	070208	31731	54	10-149-223	1,170.86	PUBLIC WORKS FACILITY
	070208	31731	54	10-149-225	526.37	PUBLIC WORKS FACILITY
	070208	31201	54	10-301-223	27.13	LIFT STATIONS
	070208	31266	54	10-308-223	8.48	RECYCLING
	070208	31100	55	06-101-223	3,284.84	LIBRARY
	070208	31100	55	06-101-225	649.60	LIBRARY
	070208	31100	55	07-202-223	2,001.74	PARKS
	070208	31100	55	07-202-225	56.76	PARKS
	070208	31100	55	07-203-223	2,090.68	SWIMMING POOL
	070208	31100	55	07-203-225	5,237.40	SWIMMING POOL
	070208	31207	55	07-205-225	41.59	MARINA
070208	31100	55	10-215-223	171.31	TAYCO ST BRIDGE	
<b>Check Date</b>	<b>7/17/2008</b>	<b>Check Nbr</b>	<b>017716</b>	<b>Check Total:</b>	<b>18,869.08</b>	
13370 MENASHA EMPLOYEES CREDIT UNION		31100	21	04-299-020	1,810.00	
		31100	21	04-299-020	16,544.50	
<b>Check Date</b>	<b>7/17/2008</b>	<b>Check Nbr</b>	<b>017717</b>	<b>Check Total:</b>	<b>18,354.50</b>	
13375 MENASHA EMPLOYEES LOCAL 1035		31100	21	04-299-031	290.00	
<b>Check Date</b>	<b>7/17/2008</b>	<b>Check Nbr</b>	<b>017718</b>	<b>Check Total:</b>	<b>290.00</b>	
13377 MENASHA EMPLOYEES LOCAL 1035B		31100	21	04-299-032	248.16	
<b>Check Date</b>	<b>7/17/2008</b>	<b>Check Nbr</b>	<b>017719</b>	<b>Check Total:</b>	<b>248.16</b>	

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13445 MENASHA PUBLIC WORKS FACILITY	071608	31100	54	10-124-315	43.79	POSTAGE
	071608	31100	54	10-131-315	9.00	POSTAGE
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b> 017720			<b>Check Total:</b> 52.79	
13648 SCOTT MILLER	071608	31201	54	10-301-212	675.00	REIMBURSE SUMP PUMP/PIT
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b> 017721			<b>Check Total:</b> 675.00	
13723 MODERN DAIRY INC	161868	31100	55	07-203-317	194.10	POOL CONCESSIONS
	161714	31100	55	07-203-317	536.38	POOL CONCESSIONS
	162106	31100	55	07-203-317	75.48	POOL CONCESSIONS
	162229	31100	55	07-203-317	79.58	POOL CONCESSIONS
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b> 017722			<b>Check Total:</b> 885.54	
13755 MORTON SAFETY	277802	31100	55	07-202-215	44.38	MEDICAL SUPPLIES
	277801	31731	54	10-149-215	97.82	MEDICAL SUPPLIES
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b> 017723			<b>Check Total:</b> 142.20	
14415 NORTHEAST ASPHALT INC	900770	31201	54	10-301-300	4,800.43	COMMERCIAL GRADE ASPHALT
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b> 017725			<b>Check Total:</b> 4,800.43	

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<b>03405 ONE COMMUNICATIONS</b>	070208	31100	12	04-399-000	12.70	BUILDING INSPECTION
	070208	31100	12	04-399-000	410.35	MENASHA UTILITIES
	070208	31207	12	04-399-000	32.13	MARINA
	070208	31100	51	01-102-221	11.30	MAYOR
	070208	31100	51	02-103-221	6.42	ATTORNEY
	070208	31100	51	02-104-221	16.91	CLERK
	070208	31100	51	02-105-221	16.37	PERSONNEL
	070208	31100	51	04-106-221	46.51	FINANCE
	070208	31100	51	04-107-221	5.34	ASSESSOR
	070208	31100	51	04-109-221	22.61	IT
	070208	31100	51	10-115-221	68.01	CITY HALL
	070208	31100	52	05-701-221	64.04	EOC
	070208	31100	52	08-101-221	360.87	POLICE
	070208	31100	53	09-102-221	87.03	HEALTH
	070208	31100	53	09-212-221	33.10	SENIOR
	070208	31100	54	10-111-221	63.86	ENGINEERING
	070208	31100	54	10-131-221	5.34	SIGN
	070208	31731	54	10-149-221	44.52	GARAGE
	070208	31100	55	06-101-221	184.09	LIBRARY
	070208	31100	55	07-201-221	20.11	RECREATION
	070208	31100	55	07-202-221	92.17	PARKS
	070208	31100	55	07-203-221	51.63	POOL
070208	31100	55	10-215-221	37.50	BRIDGE	
070208	31100	56	03-202-221	31.16	COM DEV	
<b>Check Date</b>	<b>7/17/2008</b>	<b>Check Nbr</b>	<b>017685</b>	<b>Check Total:</b>	<b>1,724.07</b>	

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<b>16025 PACKER CITY INTERNATIONAL</b>	3281700042	31731	54	10-149-383	10.90	AIR FILT/LUBEFILT/PLUG/AIRHOSE
	3281700046	31731	54	10-149-383	7.78	FUELFILTER
	3281700062	31731	54	10-149-383	27.90	AIR FILT
	3281700063	31731	54	10-149-383	24.52	AIR FILT
	3281700047	31731	54	10-149-383	77.58	STROBE
	3281710052	31731	54	10-149-383	12.12	FUELFILT
	3281720060	31731	54	10-149-383	77.58	STROBE
<b>Check Date</b>	<b>7/17/2008</b>	<b>Check Nbr</b>	<b>017726</b>	<b>Check Total:</b>	<b>238.38</b>	
<b>16125 PBBS EQUIPMENT CORPORATION</b>	46499	31100	55	07-203-243	835.00	POOL BOILER REPAIR
	<b>Check Date</b>	<b>7/17/2008</b>	<b>Check Nbr</b>	<b>017727</b>	<b>Check Total:</b>	<b>835.00</b>
<b>16175 PELLETIER'S RESTAURANT</b>	070708	31100	21	04-269-000	50.00	DOOR CO FISH BOIL/TRIP
	<b>Check Date</b>	<b>7/17/2008</b>	<b>Check Nbr</b>	<b>017728</b>	<b>Check Total:</b>	<b>50.00</b>
<b>16190 PEPSI AMERICAS</b>	8220317612	31100	55	07-203-317	470.00	POOL CONCESSIONS
	<b>Check Date</b>	<b>7/17/2008</b>	<b>Check Nbr</b>	<b>017729</b>	<b>Check Total:</b>	<b>470.00</b>
<b>16275 PICK N SAVE/NOW COMDATA</b>	008526	31827	53	09-212-300	34.86	BRAT FRY SUPPLIES
	<b>Check Date</b>	<b>7/17/2008</b>	<b>Check Nbr</b>	<b>017730</b>	<b>Check Total:</b>	<b>34.86</b>
<b>16805 PRO-X SYSTEMS LAWNCARE</b>	90214	31100	55	07-202-206	58.61	SPREAD FERTILIZER
	<b>Check Date</b>	<b>7/17/2008</b>	<b>Check Nbr</b>	<b>017731</b>	<b>Check Total:</b>	<b>58.61</b>
<b>18200 REINDERS INC</b>	1208787-00	31731	54	10-149-383	51.55	TEMP RESET RELAY
	<b>Check Date</b>	<b>7/17/2008</b>	<b>Check Nbr</b>	<b>017732</b>	<b>Check Total:</b>	<b>51.55</b>

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19327 SERVICEMASTER BUILDING MTNCE	CM10052	31100	52	08-101-201	-183.00	CREDIT MAY 2008 INVOICE 119183
	119918	31100	52	08-101-201	1,395.00	JANITORIAL SERVICES
	119848	31100	52	08-101-201	50.00	CLEAN GARAGE JULY 2008
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017734</b>		<b>Check Total:</b>	<b>1,262.00</b>
19356 SHERWIN-WILLIAMS CO	6115-9	31100	51	10-115-240	43.60	BRIDGE MUSEUM PAINT
		<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017735</b>	<b>Check Total:</b>	<b>43.60</b>
19380 SHOPKO STORES INC	53067	31100	55	07-201-310	63.92	REC SUPPLIES
	53073	31100	55	07-203-310	55.93	REC SUPPLIES
		<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017736</b>	<b>Check Total:</b>	<b>119.85</b>
19410 SKID & PALLET	022189	31100	55	07-202-300	408.00	LANDSCAPE MULCH
		<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017737</b>	<b>Check Total:</b>	<b>408.00</b>
19457 SOUTHWEST PUBLIC SAFETY	130234	31100	52	08-101-295	282.43	LED LIGHT/SIREN/FLASHER
		<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017738</b>	<b>Check Total:</b>	<b>282.43</b>
19476 SPOHN RANCH	10391	31100	55	07-202-240	341.82	REPAIR SUPPLIES
		<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017739</b>	<b>Check Total:</b>	<b>341.82</b>
19585 SPORTS GRAPHICS	810B	31826	55	07-202-300	622.75	BASEBALL/KICKBALL TEES
		<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017740</b>	<b>Check Total:</b>	<b>622.75</b>
19707 THOMAS STOFFEL		31253	51	04-106-336	21.06	MILEAGE/FEMA BRIEFING
		<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017741</b>	<b>Check Total:</b>	<b>21.06</b>
19725 STREICHERS PROF POLICE EQUIPME	I530543	31100	52	08-101-315	297.94	LIGHT/GOGGLES/REPLACEMENT LAMP
		<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017742</b>	<b>Check Total:</b>	<b>297.94</b>

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19735 STUMPF CREATIVE LANDSCAPES	061708	31100	51	10-115-240	23.00	HARDWOOD MULCH
	061708	31100	55	06-101-240	229.00	HARDWOOD MULCH
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017743</b>		<b>Check Total:</b>	<b>252.00</b>
19775 SUPERIOR CHEMICAL CORP	62330	31100	13	04-106-000	472.25	FILM REMOVER
	62330	31731	54	10-149-300	94.45	FILM REMOVER
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017744</b>		<b>Check Total:</b>	<b>566.70</b>
20115 TESCH CHEMICAL CO INC	TC110793	31100	55	07-203-313	235.80	POOL SUPPLIES
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017745</b>		<b>Check Total:</b>	<b>235.80</b>
20145 THEDACARE	9864694	31100	52	08-101-215	55.20	VENIPUNCTURE
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017746</b>		<b>Check Total:</b>	<b>55.20</b>
20290 TOUGH SOLUTIONS	TSI331924	31100	51	04-109-315	3,668.00	POLICE LAPTOP FOR SQUAD
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017747</b>		<b>Check Total:</b>	<b>3,668.00</b>
21045 UNIFIRST CORPORATION	0970034130	31731	54	10-149-201	76.07	MAT/MOP/CLOTHING PROTECTION
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017748</b>		<b>Check Total:</b>	<b>76.07</b>
21060 UNITED PAPER CORPORATION	62017	31100	55	07-203-313	93.80	POOL SHOWER SOAP
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017749</b>		<b>Check Total:</b>	<b>93.80</b>
21095 UNITED WAY FOX CITIES		31100	21	04-299-021	85.75	
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017750</b>		<b>Check Total:</b>	<b>85.75</b>
21200 UR WASHINSTUFF INC	10008	31100	52	08-101-295	68.52	12 CAR WASHES APRIL 2008
	10009	31100	52	08-101-295	75.36	16 CAR WASHES MAY 2008
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b>	<b>017751</b>		<b>Check Total:</b>	<b>143.88</b>

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21226 US OIL CO INC	743053	31100	13	04-103-000	2.00	FEDERAL LUST TAX
	743054	31100	13	04-103-000	5.61	FEDERAL LUST TAX
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b> 017752			<b>Check Total:</b> 7.61	
	071408	31100	52	08-101-295	217.31	UNLEADED GAS
	L34332	31731	54	10-149-242	12.00	FUEL
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b> 017753			<b>Check Total:</b> 229.31	
21230 US PETROLEUM EQUIPMENT	166172	31731	54	10-149-243	228.66	REPLACED FMU DISPLAY
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b> 017754			<b>Check Total:</b> 228.66	
21250 US SLING & SUPPLY	159570	31100	54	10-121-315	116.30	CHAIN/SHACKLE/HOOK/TAPE MEASUR
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b> 017755			<b>Check Total:</b> 116.30	
22050 VALLEY GASKET INC	77414	31100	55	07-203-243	55.80	O-RINGS FOR BASKET COVERS/POOL
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b> 017756			<b>Check Total:</b> 55.80	
23130 WAVERLY SANITARY DISTRICT	062608	31100	55	07-202-225	46.74	BARKER FARM PAVILION
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b> 017757			<b>Check Total:</b> 46.74	
23135 WAYNE ENGINEERING CORP	63702	31731	54	10-149-383	107.27	AIR VALVE
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b> 017758			<b>Check Total:</b> 107.27	
03225 WC INDUSTRIAL SUPPLY COMPANY	0001394-IN	31731	54	10-149-383	39.59	C55 BELTS
	0001421-IN	31731	54	10-149-383	18.30	V-BELT
	<b>Check Date</b> 7/17/2008	<b>Check Nbr</b> 017683			<b>Check Total:</b> 57.89	

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<b>23152 WE ENERGIES</b>	062908	31100	53	09-102-224	9.96	316 RACINE ST
	070308	31100	55	07-202-223	35.32	MENASHA CONSERVANCY
	062608	31100	55	07-202-223	8.14	NORTH ST
	062608	31100	55	07-202-223	9.23	NORTH ST
<b>Check Date</b>	<b>7/17/2008</b>	<b>Check Nbr</b>	<b>017759</b>	<b>Check Total:</b>	<b>62.65</b>	
<b>23275 WINNEBAGO COUNTY TREASURER</b>	LF113583	31100	54	10-304-250	8,597.38	LANDFILL FACILITY
	LF113583	31100	54	10-305-216	2,937.48	LANDFILL FACILITY
	LF113583	31266	54	10-307-216	1,378.09	LANDFILL FACILITY
<b>Check Date</b>	<b>7/17/2008</b>	<b>Check Nbr</b>	<b>017760</b>	<b>Check Total:</b>	<b>12,912.95</b>	
<b>23371 WISCONSIN DEPT OF JUSTICE-TIME</b>	L7101T	31100	52	08-101-216	80.00	NAME SEARCHES
<b>Check Date</b>	<b>7/17/2008</b>	<b>Check Nbr</b>	<b>017761</b>	<b>Check Total:</b>	<b>80.00</b>	
<b>23455 WISCONSIN SUPPORT COLLECTIONS</b>		31100	21	04-299-015	536.31	
		31100	21	04-299-016	138.40	
		31100	21	04-299-015	711.92	
<b>Check Date</b>	<b>7/17/2008</b>	<b>Check Nbr</b>	<b>017762</b>	<b>Check Total:</b>	<b>1,386.63</b>	
<b>23545 WORLDWIDE INFORMATION INC</b>	INV0170229	31100	52	08-101-216	164.00	WI DRIVER LICENSES 2008 INFO
<b>Check Date</b>	<b>7/17/2008</b>	<b>Check Nbr</b>	<b>017763</b>	<b>Check Total:</b>	<b>164.00</b>	
<b>14235 NEENAH-MENASHA YMCA</b>	2837	31100	52	08-101-216	90.00	FITNESS ASSESSMENTS/POLICE
<b>Check Date</b>	<b>7/17/2008</b>	<b>Check Nbr</b>	<b>017724</b>	<b>Check Total:</b>	<b>90.00</b>	
<b>26200 ZARNOTH BRUSH WORKS INC</b>	118125	31100	54	10-123-315	527.90	BROOM REFILL/DIRT SHOES
<b>Check Date</b>	<b>7/17/2008</b>	<b>Check Nbr</b>	<b>017764</b>	<b>Check Total:</b>	<b>527.90</b>	

**Grand Total: 558,102.13**